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## The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 4, 1888.

## CURRENT TOPICS.

THERE HAS NOT BEEN a single response to our challenge last week to solicitors who advocate amalgamation of the two branches of the profession to come forth and let us hear their statement of the case. We think, therefore, that judgment against Sir EDWARD CLARKE'S proposal must go by default. The Bar Committee, who were summoned in hot haste to consider his speech, have, if rumour speaks truly, practically shelved the question. In short, beyond stirring up a little mud, the stone flung into the two streams has had little effect. It has not frightened the fishes into one common water; the ripples are apparently subsiding, and the big Birmingham splash will probably be soon forgotten. The chief question of interest now is, why that stone, which it appears had been kept in a certain pocket for twenty years, should have been discharged at this particular moment? Our acute correspondent who evidently discerns a reason for the favour with which the proposal to reduce or abolish the certificate duty has been received in high quarters, may possibly also be able to give us a solution of the interesting problem above mentioned.

WE PUBLISH elsewhere an important letter, propounding a scheme for the amendment of the Land Transfer Bill which is at all events bold and ingenious. The Lord Chancellor proposed in his Bill of last session to compel every landowner to register his title before he deals with his land, and it is to be expected that most landowners will register with a possessory title only. Why, asks our correspondent, should not a landowner so registered be authorized to sell with an absolute title, *the purchase-money being paid into court*, and only paid out to the person entitled to it after his title has been investigated before the registrar and certified to be good? The advantage of this mode of putting the cart before the horse, would, of course, be the rapidity with which sales could be effected. JONES, a "proprietor" registered with possessory title, without incumbrance, would enter into an agreement to sell to SMITH a freehold house for £3,000; next day SMITH'S solicitor would pay the £3,000 into court and attend with JONES'S solicitor at the registry to have SMITH registered as proprietor with an absolute title. Exit SMITH, greatly pleased and satisfied. But what about JONES? Before he can get his purchase-money, he will have to deliver an abstract of title to the registrar, and to clear up all the objections and requisitions which may be made by the official examiner of titles; and if he fails to do so, he will, we suppose, lose both his land, and, for a time at least, his purchase-money. It will be observed that our correspondent has foreseen this difficulty, for he ingeniously proposes that in this case the ex-possessory owner may proceed with his notices, so as to obtain confirmation of his title to the money at the end of the five years. The feasibility of the scheme appears, to a considerable extent, to depend on the standard which is to be adopted by the Land Registry Office on the investigation of titles with a view to registration with absolute title, for it must be supposed that the vendor, having got the purchaser registered with an absolute title, will have to shew that he himself had such a title as would be required to

be shewn on application for registration with an absolute title. If the office will be satisfied with such a title as would be accepted now by a purchaser's legal advisers, the scheme might possibly be advantageous as an *optional one*. A vendor who was advised that he had a good title, and who was not in a hurry for his purchase-money, would get a better price for his land by selling in this way, but, on the other hand, his solicitor's bill would be considerably increased. While the purchaser's solicitor would have nothing to do except to prepare contract and attend to register his client as absolute owner, the vendor's solicitor would have the same work as if he were employed to register the vendor with absolute title, and also the work of getting the purchase-money out of court. Possibly regulations might be adopted which would obviate the openings which the scheme would seem to afford to fraud and forgery. With much deference, we do not agree with our correspondent that his less drastic suggestion, that a proprietor, registered with possessory title only, should be enabled to grant *with absolute title* such leases as a tenant for life can grant under the Settled Land Acts, "would only be giving legislative sanction to the usual and convenient practice" of not investigating the lessor's title. It would be giving to a lessee a great deal more than he at present obtains—namely, absolute security. Suppose the possessory-owner-lessee is ejected, the real owner may find his land, on which he wishes to reside, cut up into building plots, covered with workshops and manufactories, or let as a sewage farm, without any remedy for him.

SOME TIME AGO we called attention (31 SOLICITORS' JOURNAL, 312) to an extraordinary opinion stated to have been given by a law officer of the Crown, to the effect that the execution of an ordinary arrangement deed by any of the creditors operates as an absolute release of their debts, and that even if the deed be upset by the subsequent bankruptcy of the debtor, and the consequent transfer of all his property to the official receiver, yet the debts in question do not revive, and there is nothing in respect of which the creditors can prove against the estate. Acting apparently upon this opinion, the Board of Trade have tried to aim a deadly blow at such arrangement deeds, it being in their judgment desirable in the interests of creditors that they should be put an end to. The result, however, has not been equal to their desires, and the public may be congratulated that a department of the State has not been successful in legislating on its own account by means of a legal quibble. There is no doubt, of course, that the intention of the parties to the deed is to release their claims only in the event of all its provisions being carried out, and if the property to which they look is lost by the subsequent bankruptcy, there is clearly no consideration for the release. But then there arises the objection that a release under seal requires no consideration to support it, or rather that as a deed imports a consideration, no further consideration is necessary. All this has now been tested in *Ex parte the Official Receiver, Re Stephenson*, an appeal from the county court judge at Nottingham, and the Divisional Court has declined to take any such narrow, technical view of the matter as that stated above. They were guided solely by the intention of the deed as evidenced by the conduct of the parties thereto, and they had no hesitation in holding that it was meant to avoid a bankruptcy, not to alter the creditor's rights in case there should, after all, be one. Everything in this case was perfectly *bona fide*, and intended for the benefit of all the creditors, and the court commented severely on the possibility, if any other view of the law prevailed, of some greedy creditor refusing to sign, and so enabling himself to get all his debt at the expense of others who, by signing, would have debarred themselves from proving. It is by no means true that a contract by deed never requires any actual consideration—*e.g.*, covenants in restraint of trade; and the point in question usefully shews that a technical rule is not to be pushed too far. It may, in the opinion of some, be wise to abolish deeds of arrangement; but clearly this is not the way to do it.

THE PRIVATE BILL legislation of the past session is conspicuous for the number and importance of its special enactments in relation to infectious diseases. Four towns—Darwen, Wakefield, Weston-super-Mare, and Weymouth—are subject to "General

**Powers** " Acts which contain clauses of a novel and stringent character of this kind, and as they appear to wear the appearance of common forms, it is important to direct public attention to them. They define infectious disease as "small pox, cholera, typhus, typhoid, scarlet, relapsing, continued and puerperal fever, scarlatina and diphtheria, and such other diseases as the corporation may from time to time declare to be infectious." When any person suffers from any such disease, the person having the control of the house in which he is must inform the medical officer of health, and every medical practitioner attending the invalid must deliver to such officer (for a fee of 2s. 6d. for each case occurring in his private practice, and of 1s. for other cases) a form duly filled up with the names of the invalid and of the person having control of the house, and the nature of the disease. The corporation are then empowered to cleanse and disinfect the house, making compensation for damage done. "No person without the sanction of the medical officer of health, or of a legally qualified medical practitioner, shall retain unburied or elsewhere than in a mortuary for more than forty-eight hours the dead body of any person who has died of any infectious disease." The corporation is to provide temporary occupation for the members of a family who have been compelled to leave their dwellings during the process of disinfection, and also nurses. If the disease be attributable, in the opinion of the medical officers, to milk, cowkeepers are to furnish lists of their customers at the rate of sixpence for every twenty-five names contained therein, and if the medical officer of health certifies it to be desirable, persons engaged in washing or mangling clothes are to be called upon to furnish lists of their employers at similar rates. Substantial penalties are imposed for breaches of, or non-compliance with, any of these enactments; but it is provided that "no penalty shall be recoverable except on the information or complaint of the corporation or some officer of the corporation duly authorized by them." We greatly doubt the wisdom of this piecemeal legislation. The enactments may be good or bad; but we think the precedent of the Towns Improvement Clauses Act and the Towns Police Clauses Act of 1847 ought to be adhered to, and that one public general Act should contain the required amendments of public health law, "to extend only (see section 1 of the Towns Improvement Clauses Act, 1847 (10 & 11 Vict. c. 34)) to such towns or districts as shall be comprised in any Act of Parliament hereafter to be passed which shall declare that the general Act shall be incorporated therewith."

THE DOUBTS which have arisen by reason of the decision in *Re a Solicitor* (ante, pp. 104, 112), as to the validity of orders of course for the taxation of bills of costs for work not done in any court, appear to have but very little foundation beyond that arising out of the decision itself. The practice under which these orders were made before the Judicature Acts, and in fact up to May, 1883, took its rise under the 37th section of the 6 & 7 Vict. c. 73, at a time when none of the Chancery judges, other than the Master of the Rolls, had chambers, and as a consequence, even after 1852, when chief clerks were appointed to each of the Chancery judges, the orders for this particular class of taxation were obtained on petition of course at the Rolls, and since May, 1883, they have, under R. S. C., 1883, ord. 62, r. 18, been obtained exclusively from the registrars of the Chancery Division, and have, under ord. 5, r. 9 (d), been marked for the several judges of that division as ascertained by ballot. In investigating the question whether there is jurisdiction to make these orders in the manner now practised, it becomes necessary to look at the words of the section of the Act above referred to, which, so far as material, are as follow:—"It shall be lawful, in case the business contained in such bill, or any part thereof, shall have been transacted in the High Court of Chancery, or in any other court of equity, or in any matter of bankruptcy or lunacy, or in case no part of such business shall have been transacted in any court of law or equity, for the Lord High Chancellor or the Master of the Rolls, and in case any part of such business shall have been transacted in any other court, for the courts of Queen's Bench, Common Pleas, &c., or any judge of either of them, and they are hereby respectively required to refer such bill, and the demand of such attorney or solicitor thereupon, to be taxed and settled by the proper officer of the court in which such reference shall be made; and the court or judge making such reference shall,"

&c. Looking at the whole of this provision, it becomes abundantly clear that the Lord High Chancellor and the Master of the Rolls, on whom the jurisdiction is conferred, are named as being the judges by whom, or under whose authority, the Chancery jurisdiction was exercised; and that it was not a personal jurisdiction, but was conferred on them as Chancery judges, is established beyond doubt in the subsequent part of the section, where we find the expression "the court by which the reference is made." The only conclusion to be deduced from the wording of the section, then, is that the jurisdiction it conferred was divided into two distinct portions, one of which included business not done in any court, and was to be exercised by the Chancery judges. This is an exclusive jurisdiction under an Act of Parliament, and, being so, is, by the Judicature Act, 1873, s. 34 (2), assigned to the Chancery Division. Although it appears to be only a question of words, not having much substance, or any bearing except with reference to the decision above referred to, it should be noted that the jurisdiction so assigned had been, by the 16th section of the same Act, previously transferred to the High Court, and not to "the judges of the High Court." From the above statement it will be gathered that the mode in which orders of the class referred to are now made, is warranted by sufficient authority.

A CORRESPONDENT last week drew attention to the question, What are the functions of a registrar in Chancery? We think we can state the answer which would probably be given to the question if it were put to a judge of the Chancery Division. The duty of the Chancery registrars is to draw up the judgments and orders of the court. This short statement, however, gives but a meagre idea of the duties necessarily incident thereto. When the court has pronounced judgment, several questions have to be asked before the order can be drafted. First, what is the order? and, second, is the evidence strictly such as has been stated by counsel in court? or does it in any way fall short of proving the case which has been put before the court? The general scope of the order made is to be found in the registrar's note, taken from the lips of the judge, and from the indorsements on counsels' briefs. But as regards the evidence on which the order purports to be founded, it is the duty of the registrar to see that this is such as to fully prove the case; and consequently it would be his duty to refuse to draw up an order which the evidence did not warrant, unless the defect had been previously called to the attention of the judge and adjudicated upon by him. It is notorious that the Chancery judges trust to the registrars to see that the evidence is such as to warrant the order made, and it is obvious that, if every judge of the Chancery Division occupied himself with looking critically into all affidavits filed in support of a petition or motion, the work of the courts would never be got through. It is the registrar's duty to see that all the proper parties are before the court, either represented by counsel or duly served, as proved by affidavit. It is his duty, in drawing an order to be acted on by the Paymaster, to call for documents to shew what the fund in court is at the date of the order, and he is often obliged to give much trouble to practitioners in requiring them to shew that nothing is due to the Somerset House authorities. Then comes the great and important question of costs. The judge's award as to costs does not always give unmixed satisfaction to both sides, and many arguments are put forward with a view to vary or modify the interpretation to be placed on some words of the judge which might be construed in more ways than one. Such controversies are numerous, but the registrar has to settle all of them, and many others too numerous to mention. Occasionally the registrar feels bound to have a personal interview with the judge who made the order, but this is by the desire of the judges themselves, who prefer that motions to vary the minutes of an order should not be made if it can possibly be avoided; but even when such an interview takes place for the purpose of saving the expense of moving the court, the parties may still move in open court if they are so advised. There is nothing new in all this, for we find in Lord Chief Baron GILBERT's "Forum Romanum" (Lintot 1758, p. 162) this quaint and somewhat sarcastic remark on the subject of decrees: "Each party draws up the decree as he finds it most in his client's favour."

WE ARE RATHER SORRY to see that Lord Justice FRY, in the



course of what seems to have been a very original and striking speech in response to the toast of "The Bench of England," at a City Company's dinner on Wednesday, adopted the threadbare and (if we may respectfully say so) rather ill-considered observation, that a judge ought not to aim at popularity. The bench of England, he is reported to have said, "had no right to hope for popularity and no desire to win it." We remember some remarks made by Lord Esher on a like occasion to the same effect. We take leave to say that "popularity" is a very indefinite word—it may mean popularity with a class or popularity with the nation; temporary popularity or permanent popularity; popularity as a judge or popularity as a man. Suppose we take it that, as used in Lord Justice Fry's speech, it means permanent popularity with the nation as a judge. Then we would respectfully ask the learned speaker how he proposes to shew that a judge, any more than the head master of a school, can attain this kind of popularity unless he is known to be strictly just, capable, and learned? He may be all this without being popular; but does Lord Justice Fry mean to aver that he can possibly be popular (in the above sense) without this? If he cannot, surely this popularity is exactly that which a judge ought to aim at. For it involves, besides the possession of the qualities we have referred to, certain other estimable qualities, to wit, dignity, patience, and courtesy; and (though some learned persons do not seem to be aware of it) these attributes are not the meanest jewels in the crown of a popular judge.

#### ASSIGNMENTS OF AFTER-ACQUIRED PROPERTY.

WITHIN the last few years the courts have frequently had to decide upon the validity of a charge on after-acquired property, but, although the recent case of *Coombe v. Carter*, in the Court of Appeal (36 Ch. D. 348), has thrown much light upon the law of the matter, it cannot be taken at present to be by any means settled; and, indeed, Bowen, L.J., pointed out the need of a further discussion of the subject and the establishment of some principle more definite than that to be found in *Holroyd v. Marshall* (10 H. L. C. 191). With that case the decisions immediately in point may be said to have begun, and an important one was shortly afterwards added in *Belding v. Read* (3 H. & C. 955). The former case decided that while no conveyance of future property could be valid at law, yet it might operate in equity as a contract to assign such property when acquired, and if the contract were one which would be specifically performed, then the equitable interest would vest in the assignee immediately upon the acquisition. The latter case settled that the property must be described with some definiteness, and all the subsequent cases have assumed that the want of this may make the assignment bad on the ground of vagueness. Especially was this so in *The Official Receiver v. Tailby* (18 Q. B. D. 25), though in the other cases of *Clements v. Matthews* (11 Q. B. D. 808) and *Coombe v. Carter* the assignment has been saved by dividing the part which is specific from that which is not, and it is settled now that *Belding v. Read* was wrong because the same course was not adopted there. The real question, therefore, which has to be considered relates to the definiteness of the description; and a further difficulty has been now introduced by the emphatic refusal of the court to distinguish between the assignments in question and covenants in marriage settlements, against which it is hardly possible to bring the objection of vagueness.

It is intended in the present article to examine the cases on the subject, and to consider whether the description of the property intended to be affected by a covenant to assign ought really to influence the validity of the charge created thereby—or, in other words, whether, consistently with what is now admitted to be good law, the objection of vagueness can be heard against the covenant merely on the ground of the generality of its words.

In laying down the rule in *Holroyd v. Marshall*, to which we have just referred, the House not only followed the analogy of numerous cases cited by Malins, Q.C., in argument, but applied the equitable principle that, "if a man enter into a contract without having power to perform it, and afterwards get power, he must then perform it" (*Carne v. Mitchell*, 15 L. J. N. S. Ch. 287), the equitable interest passing without further action on the assignor's part, since equity regards as done that which ought to

be done. The only limitation on the rule, then, is, that the agreement must be one of which specific performance will be granted; and a case soon afterwards arose in which this limitation had to be considered. The case was that of *Belding v. Read* (3 H. & C. 191), where the assignment was of "all (the defendant's) personal estate and effects whatsoever, being, or to be, upon or about" a house at R., "or elsewhere in Great Britain." An agreement for such an assignment, the judges held, could not be specifically performed in equity, and consequently they held that the property in the after-acquired goods did not pass to the assignee, because, for the principle of *Holroyd v. Marshall* to apply, the goods must be specific goods, not goods which are undetermined. It may well be asked what "specific" means when so used, inasmuch as such a description of the goods is given by the words quoted as amply suffices to distinguish them from all other goods. They are to be goods of the defendant, and goods in Great Britain; and all goods possessing these characteristics are, when they come into being, as definitely earmarked as the goods brought into the mill in *Holroyd v. Marshall*.

It is to be noticed, however, that the matter seems hardly open to argument if no distinction is to be drawn between charges and marriage settlements, for in these the courts have enforced covenants to assign property defined only in general terms. Thus, in *Lewis v. Madox* (8 Ves. 149) and *Hardey v. Green* (12 Beav. 182), covenants to assign all future property to be acquired during a coverture were enforced without any suggestion that a more specific description of the property to be assigned was requisite.

It is true that a contract may be too uncertain for specific performance to be granted of it. The courts have declined to enforce contracts like that in *Pearce v. Griffith* (1 De G. M. & G. 80), which was to take a lease of "coals, &c." or that in *Pearce v. Watts* (20 Eq. 492), which was for the sale of "land enough to build a railway to Princetown," for who could decide what was meant by "&c." in the first case, or "land enough" in the second? Even in such cases, however, a point will be stretched if one party has fully received the consideration for his agreement: *Chattock v. Miller* (8 Ch. D. 177). Such instances are, however, as we have attempted to shew, quite distinct from the case of *Belding v. Read*.

But although this decision seems to be inconsistent with Lord Eldon's rulings in *Lewis v. Madox* and other cases, yet it appears to be the real source of the doctrine laid down in *The Official Receiver v. Tailby* when on appeal; and even the objection raised against it in *Coombe v. Carter* seems to rest, so far as the actual decision went, rather on the fact that the good part in the assignment was not separated from the bad, than that it was good altogether. We may still, therefore, regard it as the first authority for holding that an assignment of future property may be bad for want of specific description.

Most assignments which have come before the courts have been of property to be brought on to particular premises, in building agreements for instance, or where existing chattels are assigned and future chattels to be substituted for, or added to, them are included, such cases (of which *Leatham v. Amor* (47 L. J. Q. B. 581) and *Lazarus v. Andrade* (5 C. P. D. 318) are examples) clearly fall within *Holroyd v. Marshall*, and do not bear upon the present discussion. Upon the same principle depends the judgment of Jessel, M.R., in *Collyer v. Isaacs* (19 Ch. D. 342).

The next case in point is that of *Re Comte d'Epineuil* (20 Ch. D. 758), where the assignment was of all present and future personalty. No authorities apparently were quoted in argument, and the judge himself (Fry, J.) only alluded to *Belding v. Read*, which he followed without any examination. In the judgment it is stated that there are many reasons to prevent the assignment being operative—*e.g.*, that it would interfere with the assignor maintaining himself. But suggestions of this and similar objections had already been fully dealt with by Lord Eldon (see *Lewis v. Madox*, 8 Ves. 149), and are open to obvious replies. A mortgage may be put an end to by payment of the sums owing at any time, and the debt alone would suffice to enable the creditor, as against the debtor, to seize in execution any property the debtor might acquire, so that, whatever may be the objections to an absolute assignment of all future property, there does not appear to be anything very prejudicial where the assignment is for security only. Creditors who are delayed or defrauded by the assignment have a right to attack it on grounds distinct from those considered here, and if the assignor himself is, on grounds of

policy, to be released from his contract, surely the true reasons of the release should be stated, not left to be inferred from the inadequacy of the reasons alleged. It must be noticed, however, that this reason was mentioned in two of the judgments in *Coombe v. Carter* in the Court of Appeal, though, in the circumstances of the case, it was unnecessary to decide what weight ought to be allowed to it.

¶ We have now to notice the three most recent cases on the subject, which were all taken to the Court of Appeal. In the first two of these, *Clements v. Matthews* and *Official Receiver v. Tailby*, the court seems to have practically adopted *Belding v. Read* without criticism, but the former is noteworthy because it decided that the assignment was divisible, being good as to the specific part, though it might be bad as to the remainder; though this latter point was not necessary for the decision, and some doubt with regard to it was expressed by Bowen, L.J. The assignment was of future crops on certain named premises and "on any other premises of the mortgagor." Apart from the doubt just mentioned, it was taken for granted that a description may be too vague for the agreement to be specifically performed, but whether the court used the expression with reference to cases like *Pearce v. Watts* (*supra*) or to cases like *Belding v. Read* does not appear. Certainly in the case before the court no one could fail to understand exactly what crops were meant to be included, since the reference to premises of the mortgagor affords an exclusive description.

When *The Official Receiver v. Tailby* came before the Divisional Court (17 Q. B. D. 88), that court held that an assignment of "future book debts" to become due to the assignor created a valid charge on such debts when they came into being; but this decision the Court of Appeal reversed (18 Q. B. D. 25), on the ground that the description was too vague. In argument for the respondent, the analogy of the after-acquired property clauses in marriage settlements was urged upon the court, but no reference to this analogy is made in the judgments. It was also argued that a description is sufficiently definite if, when the property comes into being, the description covers it; but Lord Esher, M.R., said: "The doctrine (of over-vagueness) could not exist if the argument that, however vague the original description of the subject-matter might be, if, in the end, something comes into existence which comes within it, a court of equity would decree specific performance of the contract. The argument might have been used in every case." The answer to this is, first, that the doctrine ought not to exist, for the objection was repeatedly raised before Lord Eldon in the settlement cases, but was not admitted by him; it is, besides, directly opposed to the principle that a man must carry out his contract whenever he can (see *Carne v. Mitchell*, above). Moreover, what sort of description is to be considered sufficient? It is admitted that chattels not in existence can be assigned in some cases, and yet it is impossible, till they come into existence, that they can fall within any description. Why is it enough to describe them by their situation (*e.g.*, future crops on named premises), while a description by their ownership, though exclusive as extending to all chattels of a kind belonging to the person designated, is not sufficient?

Moreover, as we pointed out at the time (31 SOLICITORS' JOURNAL, 327), it was the obvious intention of the deed to exclude, at any rate, book debts that might become due in the business actually carried on at the time of the assignment; and, even supposing the general words to be too vague, yet the court might well have supported that part which was sufficiently definite, and which they certainly covered. More recently, however, in the case next to be mentioned, the Court of Appeal found difficulty in discovering the principles upon which *The Official Receiver v. Tailby* had been decided, and it is not likely to be regarded in the future as a case of any great authority.

Finally, we may refer to the case of *Coombe v. Carter*, and, while this does not settle the law, it points out the manner in which it may be probably settled hereafter. Here there was a mortgage in very general words, including (*inter alia*) all moneys coming under any will, and this was held to be valid as to a share of personal estate to which the mortgagor became entitled under a will. But it is remarkable in several ways: the idea that any distinction could be drawn between mortgages and marriage settlements was emphatically repudiated; it was again laid down that

the assignment was divisible and might be held good as to part only, *Belding v. Read* being on this ground shewn to have been wrongly decided; and a doubt as to whether even general words might not create a valid charge was again expressed, Cotton, L.J., declining to give any opinion, while Bowen, L.J., repeated the view he had expressed in *Clements v. Matthews*. The length to which the court had gone in marriage settlements was not referred to, and, indeed, no decision on this point was necessary. As, however, there is already a certain feeling against refusing validity to an assignment because of vagueness, and as the distinction between this and a settlement has been denied, it seems impossible to resist the conclusion that when the case really comes up for discussion the old objection of vagueness will be overruled, and the latitude which has been allowed in settlements will be openly extended to assignments of all kinds.

## CORRESPONDENCE.

### THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—If the Land Transfer Bill of last session is re-introduced and passed, it will be necessary for every landowner to register his title before he deals with his land. In many cases, though the title is good, the proof may take some time, and, therefore, the probability is that many titles which are perfectly good, will, to save delay, be registered as possessory only. There appears to be no provision in the Bill to enable a "proprietor" (odious and un-English name!), registered with possessory title only, to acquire absolute title without going through the tedious process of notices and advertisements lasting through five years.

It would save great delay in cases of this nature if the proprietor was authorized, as soon as he was registered with possessory title, to sell with an absolute title, the purchase-money being paid into court and paid out to the parties entitled after investigation of the title by the registrar. No serious risk would be incurred, as no man would sell unless his title was pretty good, as he would run the risk, if his title were bad, of losing his money.

If the property was in mortgage, the mortgage would have been registered as an incumbrance on first registration, and the purchaser would take a transfer of the mortgage, paying the balance only of the purchase-money into court. There might even be cases where (the mortgages being family charges, and the mortgagees being all represented by the vendor's solicitor) the mortgagees would consent to the entirety of the purchase-money being paid into court.

Even if this scheme is considered dangerous, there can, I think, be no danger in allowing the registered proprietor with possessory title to grant, with absolute title, such leases as a tenant for life can grant under the Settled Land Act. It must be remembered that, as a general rule, a lessee does not investigate his lessor's title; and giving power to the registered proprietor to grant such leases with absolute title (*i.e.*, without any investigation of the title by the intending lessee) would only be giving legislative sanction to the usual and convenient practice, and could but rarely, if ever, do any harm to the person really entitled to the land, if it should turn out that the title of the registered proprietor was bad.

It remains to consider what would be the advantages and disadvantages of the scheme as regards costs.

It is still to be seen whether, when a vendor is registered with possessory title only, an intending purchaser would make the same investigation of title as he does at present. I think that we may safely assume that, in cases of importance, he would investigate the title; previous to first registration, but where the purchase-money was but small, he would content himself, as he does now, with a most perfunctory examination. The practical result would be that in all cases the costs to the vendor would be increased, as his title would be strictly examined by the court, while the purchaser would not have to investigate the title, and would, therefore, incur no expense at all.

It would be an improvement on the scheme to allow a vendor who had commenced the advertisements for confirmation of title, to continue them after the sale for the purpose of obtaining confirmation of his title to the purchase-money, and on his title being confirmed, to allow him to take the money out of court without any investigation. This latter scheme would not be extensively used, but I can see many cases where it might be adopted. X.

### THE CERTIFICATE DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—In your issue of the 21st ult. you refer to an interview which



some solicitors are stated to have had with the Lord Chancellor on the subject of the repeal of the certificate duty.

It is to be hoped that the Lord Chancellor will not be led to suppose that the profession is at all unanimous in seeking the repeal of the duty.

Less than two years ago the subject was discussed at a special general meeting of the Incorporated Law Society, in connection with a Bill for repeal of the duty then before Parliament, and so little support did it receive, that a motion approving it was withdrawn.

At the annual general meeting of the society which I have the honour to represent, held in the same year (1886), a report of the committee that they considered it inexpedient to take any steps to further the Bill was unanimously adopted.

The fact is, this question is not so simple a one as at first sight it seems. I can quite understand the dislike to a special tax felt by many of my professional brethren, especially those who are commencing life or in small practice, but I think we should not be displaying the shrewdness for which the world gives us credit if we failed to see that this special tax has a direct bearing upon our special privileges, and that by doing away with the one we should run great risk of affecting the other.

Least of all would it be wise, as I venture to think, to press this question at a time when legislation appears to be imminent which is calculated to affect very seriously that branch of business which forms the mainstay of the practices of a great majority of solicitors, especially of those in the country. I refer, of course, to the Land Transfer Bill and its bearing upon conveyancing. I confess it seems to me a little suspicious that the Lord Chancellor, who is said to have received with some favour the representations made to him in support of the repeal of the certificate duty, should be also the author of a Bill which, although of such vital importance to conveyancing solicitors, makes no provision for the protection of their interests—indeed, I might almost say ignores their existence. Surely it cannot be desirable at such a time to give the auctioneers (who have already been allowed to appropriate so much of the business connected with dealings in land which might properly have been retained, and, I hope, may be recovered, by solicitors) this claim to be allowed to compete with us in land registry business, that they pay a special tax to the State whilst solicitors do not. Is not this one of the cases in which it is better to—

"Bear those ills we have,  
Than fly to others that we know not of"!

THE PRESIDENT OF THE GLOUCESTERSHIRE AND  
WILTSHIRE LAW SOCIETY.

Feb. 1.

## CASES OF THE WEEK.

### COURT OF APPEAL.

JONAS v. LONG AND OTHERS—No. 1, 1st February.

COUNTY COURT—APPEAL—EQUITABLE JURISDICTION—INTERLOCUTORY ORDER  
—COUNTY COURTS EQUITABLE JURISDICTION ACT, 1865 (28 & 29 VICT. C.  
99), s. 18.

This was an action for dissolution of partnership. The action was brought in the Lambeth County Court, and an order was made for the partnership to be wound up and the accounts to be taken, and the plaintiff was appointed receiver. An order was subsequently made that the defendant Harris, who was manager of the partnership business, should pay into court a sum of money belonging to the partnership and stated to be then in his hands, and should deliver up certain books and documents to the receiver. On the 2nd of August, 1887, Harris was committed to prison by the county court judge for disobedience to this order, the order of committal stating that Harris, "in his fiduciary capacity as manager of the partnership business," had disobeyed the order (see section 4, sub-section 3, of the Debtors Act, 1869). Harris appealed against this order, but the Queen's Bench Division (Stephen and A. L. Smith, JJ.) held that no appeal lay from an interlocutory order of a county court. Harris appealed to the Court of Appeal, and it was urged on his behalf that, though no appeal lay from an interlocutory order in a common law action in the county court, section 18 of the County Courts Equitable Jurisdiction Act, 1865, gave an appeal in such a case in matters within its equitable jurisdiction.

THE COURT (FRY and LORRE, L.JJ.) held that an appeal lay. FRY, L.J., said that the order appealed from was made under the equitable jurisdiction conferred upon the county courts by the Act of 1865, and it was an interlocutory order. Section 14 of the County Courts Act, 1850, gave a right of appeal in certain cases in common law actions where the amount claimed exceeded £20, and it gave the Court of Appeal power to order a new trial or to order judgment to be entered for either party. It was obvious that this applied only to final judgments in the county court, and it was so decided in *Carr v. Stringer* (E. B. & E. 123). The Legislature then gave county courts very extensive jurisdiction in matters of equity; and by section 18 of the County Courts Equitable Jurisdiction Act, 1865, a right of appeal in such matters was given. The words used in that section were wider than those used in the Act of 1850, which gave a right of appeal in common law actions:—"The Court of Appeal may make such

final or other decree or order as it shall think fit." That language was intended to give an appeal from interlocutory orders in matters within the equitable jurisdiction of a county court. Considering the greater importance of interlocutory orders in such matters, and the much larger amount in question, the Legislature might reasonably have intended to give an appeal. An appeal, therefore, lay from an interlocutory order of a county court in matters within its equitable jurisdiction. LORRE, L.J., concurred.

THE COURT, however, refused to hear the appeal upon another ground—namely, that the point relied upon on the appeal was not taken before the county court judge, and he was not asked to take, and did not take, a note of the point.—COUNSEL, T. H. Richmond; Johnston Watson. SOLICITORS, George Johnson; Robinson & Co.

GAULARD v. LINDSAY—No. 2, 1st February.

PATENT—PENDING ACTION FOR INFRINGEMENT—LIBERTY TO APPLY FOR AMENDMENT OF SPECIFICATION—TERMS TO BE IMPOSED—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 19.

This was an appeal from a decision of Kekewich, J. The action was brought to restrain the infringement of five patents belonging to the plaintiffs. The plaintiffs moved for liberty to apply at the Patent Office to amend the specification of one of the patents by way of disclaimer, correction, or explanation, and that in the meantime the trial of this action might be postponed, and that the specification, when amended, might be used in evidence at the trial on such terms as the court might think fit. Section 19 of the Patents, Designs, and Trade-Marks Act, 1883, provides that "in an action for infringement of a patent, and in a proceeding for revocation of a patent, the court or judge may at any time order that the patentee shall, subject to such terms as to costs and otherwise as the court or judge may impose, be at liberty to apply at the Patent Office for leave to amend his specification by way of disclaimer, and may direct that in the meantime the trial or hearing of the action shall be postponed." Kekewich, J., was of opinion that it would be unreasonable to allow a postponement of the action as to all the patents. If the plaintiffs would not accept an offer made by the defendants, that the plaintiffs should discontinue the action as to the one patent, and pay the costs as to that, the motion must be refused with costs. On the hearing of the appeal, the plaintiffs consented to the order which they asked for being made upon the following terms (which the defendants were willing to accept):—"That the plaintiffs should pay all the costs of the action up to the present time, and that they should not claim any relief in respect of anything done by the defendants before the amendment of the specification. The defendants to have liberty to amend their defence and particulars of objection."

COTTON, L.J., said that in *Bray v. Gardner* (34 Ch. D. 668, 31 SOLICITORS' JOURNAL, 231) Stirling, J., had given liberty to the plaintiffs to apply for leave to amend their specification on the terms that the amended specification should not be used in the pending action. The Court of Appeal said that liberty to make such an application ought not to be given under section 19, unless it could be given without injustice to the defendant. But the court did not say that the terms then imposed ought to be imposed in every case. The appellants had now offered terms which his lordship thought would do complete justice in the present case. This offer had not been made in the court below, and as the plaintiffs were asking for an indulgence, they must pay the costs of this application in both courts. LINDLEY, L.J., agreed. In every case the court must see what would be right and just. BOWEN, L.J., also concurred. That which had been said by Cotton, L.J., in no way narrowed the construction of the Act. When an Act of Parliament had vested a discretion in the court, the court never wished to limit that discretion by laying down rules as to the way it was to be exercised. The discretion was given to the court. The language of section 19 appeared to indicate that terms were to be imposed by the court, if it should think the justice of the case required that they should be—that is, in order to prevent injustice being done to the one party by the indulgence which was granted to the other. That was exactly what was laid down in *Bray v. Gardner*.—COUNSEL, Aston, Q.C., and J. C. Graham; Moulton, Q.C., and L. E. Fyke. SOLICITORS, Campbell, Reeves, & Hooper; A. C. Curtis Haycard.

MAGNUS v. QUEENSLAND NATIONAL BANK—No. 2, 27th January.

TRUSTEE—BREACH OF TRUST—PLEDGE OF TRUST STOCK TO SECURE LOAN FROM BANKERS TO TRUSTEE—FRAUD ON CO-TRUSTEES—RETRANSFER OF STOCK TO NOMINEE OF BORROWER—LIABILITY OF BANKERS FOR LOSS.

This was an appeal from a decision of Kay, J. (36 Ch. D. 25, 31 SOLICITORS' JOURNAL, 591). The question was whether the defendant bank were liable for a sum of £7,528 debenture stock, or the value thereof, which had been misappropriated by a stockbroker named Bartle Goldamid. The plaintiffs were the present trustees of the stock and the beneficiaries. Goldamid, Magnus, and Halford were trustees of certain funds which included the stock. Goldamid was the acting trustee. He proposed to his co-trustees that the debenture stock should be sold, and the proceeds be re-invested in North-Eastern Railway stock. To carry out this change of investment, the three trustees, on the 27th of January, 1882, executed a transfer of the debenture stock. The transfer was expressed to be in consideration of five shillings, and was made to two persons who were the trustees of the bank. Goldamid had borrowed money from the bank, and he handed to the transferees the transfer and certificate of the debenture stock, as security for the loan. The loan was paid off in February, 1882, and, instead of retransferring the stock to the three transferees, the bank trustees, by the direction of the bank, and without any communication with Magnus and Halford, transferred the stock to a purchaser from Goldamid, and handed over the certificate to the purchaser. Goldamid

received the purchase-money, and invested it in the purchase of North-Eastern stock in his own name. Goldsmid represented to his co-trustees that the debenture stock had been sold, and that the North-Eastern stock had been bought with the proceeds and formed part of the trust funds. They did not inquire in whose name the North-Eastern stock was invested. On the 16th of August, 1883, Goldsmid sold the North-Eastern stock, and appropriated the proceeds to his own use. The fraud was afterwards discovered, and Goldsmid absconded. This action was brought against the bank and their trustees, claiming to make the bank account for the value of the debenture stock. Kay, J., held that the bank were liable for the value of the debenture stock at the time when they transferred it.

THE COURT (Lord Halsbury, C., and Cotton and Bowen, L.JJ.) affirmed the decision. Lord Halsbury, C., said that it was not denied that, on general principles, the bank might have been guilty of a breach of duty; but it was said that they were not liable, because their act did not occasion the loss. He had felt a doubt whether it could properly be alleged that the loss to the trust estate had been occasioned by the default of the bank. It was, however, clear that when trust money had got into the hands of one of three co-trustees, without the consent of the others, there was some default. As a matter of fact the bank handed to a person who had no authority to receive it the stock which had been mortgaged to them. They ought to have taken care that the stock was retransferred to the three transferees, or to some one to whom those transferees had authorised it to be transferred. The sole question which the court had to determine was, the extent of the authority given to Goldsmid. The bank knew that two other persons were transferees to them with Goldsmid; but they acted as if the transfer had been in his own name, and not in those of the three trustees. The transfer was not signed by the co-trustees to enable Goldsmid to do whatever he pleased with the stock, but because they trusted him. The loss had happened by the default of the bank, and they must take the consequences. COTTON and BOWEN, L.JJ., concurred.—COUNSEL, *Cookson Crackanthorpe*, G. C., *Righty*, Q.C., and *Farrell*; *Sir Horace Davey*, Q.C., *Romer*, Q.C., and *George Henderson*. SOLICITORS, *Stretton, Hilliard, & Co.*; *Futsey, Field, & Baker*.

#### LUCAS v. MARTIN—No. 2, 26th January.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—BANKRUPTCY—AGREEMENT FOR PURCHASE OF BANKRUPT'S ESTATE—SCHEME OF ARRANGEMENT—APPROVAL OF COURT—NEW TERM—BANKRUPTCY ACT, 1883, ss. 18, 23.

This action was brought by the trustee of a bankrupt's estate for the specific performance of an agreement which he had entered into with the defendants for the purchase by them of the estate of the bankrupt. The adjudication of bankruptcy was made on the 18th of March, 1885. The agreement was executed on the 2nd of April, 1885. The defendants were to pay to the plaintiff such a sum as would be sufficient to pay all the costs and expenses of the proceedings, to pay all the preferential debts in full, and to pay to all the unsecured creditors of the bankrupt a composition of 15s. in the pound. Upon the approval of the scheme by the court, the bankruptcy was to be annulled. The creditors of the bankrupt, at their first meeting, resolved to accept the offer of the defendants to purchase the estate on the terms of the agreement, provided that the defendants should give a bond to the trustee to secure the payment of the purchase-money, and the resolution was confirmed at the second meeting of the creditors. The court afterwards, on the report of the official receiver, made an order approving of the purchase upon the terms contained in the agreement between the trustee and the defendants, and annulled the adjudication, but the order did not mention, or in any way refer to, the provision relating to the bond which was contained in the resolution of the creditors. The defendants afterwards refused to carry out their agreement, and the trustee, by the direction of the court, brought this action. North, J., held that specific performance of the agreement could not be enforced, because the defendants had never assented to the provision relating to the bond, and the agreement which they had entered into had not been accepted by the creditors. The action was accordingly dismissed.

THE COURT (Lord Coleridge, C.J., and Cotton and Bowen, L.JJ.) affirmed the decision.—COUNSEL, *Napier Higgins*, Q.C., and *Rashleigh*; *Coomes-Hardy*, Q.C., and *Parker*. SOLICITORS, *Greenfield & Cracknell*; *Taylor, Hoare, & Co.*

#### HIGH COURT—CHANCERY DIVISION.

POLLOCK v. THE LANDS IMPROVEMENT CO.—Chitty, J., 1st February.

STATUTE—CONSTRUCTION—REPEAL BY IMPLICATION.

In this case it appeared that two separate land improvement companies were incorporated by private Acts, the one by an Act of 1849, and the other by an Act of 1853. Both Acts contained a clause that upon the final order or certificate of the Inclosure Commissioners of the execution of the improvements, the company should have a first charge upon the inheritance of the improved land in priority over every other then existing or future charge. The company of 1853 having executed improvements of land, already subject to a charge in favour of the company of 1849, contended that the charge of the company of 1849 was displaced by the Act of 1853.

CHITTY, J., said that the case was not one of two irreconcilable statutes, in which the latter must prevail. It was not, for instance, like charging Blackacre in favour of A. by one statute, and then giving by a subsequent statute a first charge in favour of B. Here there was no particularizing. The enactments were of a general character, and the proper way of meeting the difficulty was to hold that the charge which was first in order

of time was entitled to priority.—COUNSEL, *Romer*, Q.C., and *Christopher James*; *Maclean*, Q.C., and *Hornell*; *Byrne*. SOLICITORS, *Druce & Atiles*; *West, King, & Adams*; *Paterson, Snow, & Blozam*.

#### ARMSTRONG v. PARIS—Chitty, J., 27th January.

PARTNERSHIP—JUDGMENT CREDITOR—PRIORITY.

In this case a firm was carried on at one period by four partners, and subsequently by two of such partners. An action having been brought in the Chancery Division for taking accounts between the two partnerships, and a receiver having been appointed, a creditor, who had obtained judgment against the existing firm in the Queen's Bench Division, moved for leave to levy execution. The receiver stated that some of the assets under his control were liable to the partnership as originally constituted. *Keowney v. Attrill* (35 W. R. 191, 34 Ch. D. 365) was referred to.

CHITTY, J., said that were he to give leave to levy execution, the probability was that the result would be an interpleader, in which case it might be necessary to take accounts in the Queen's Bench Division, which would be most inconvenient. The proper order to make was to give the applicant a charge on such assets in the receiver's hands as belonged to the existing partnership, and not on the partnership assets generally.—COUNSEL, *Maclean*, Q.C., and *Dunham*; *Romer*, Q.C., and *Methold*; *Stokes*; *McGwinney*. SOLICITORS, *F. W. Mount & Son*; *Walters, Deverall, Walters, & Wood*; *Harting, Son, & Ellis*, for *R. C. W. Dixon*, Southampton; *Lianfear & Stewart*.

#### Re HOLLINSHEAD, HOLLINSHEAD v. WEBSTER—Chitty, J., 30th January.

STATUTE OF LIMITATIONS (21 Jac. 1, c. 16)—ADMINISTRATION—PAYMENT BY TENANT FOR LIFE OF INTEREST ON SIMPLE CONTRACT DEBT—REAL ASSETS.

In this case a question arose as to whether payment by an executor, who was also tenant for life of the testator's real estate, of interest on the testator's simple contract debt, bearing interest, operated so as to bind the real estate when devolving to the remaindermen, notwithstanding that six years had elapsed since the testator's death, or whether the remaindermen were entitled to the protection of the Statute of Limitations. It appeared that the testator died in 1871. He was then indebted to his brother James in the sum of £400 on a promissory note, which carried interest at four and a half per cent., payable half yearly. By his will he appointed his widow and the defendant Webster executor, and he devised all his real estate to his widow for life, with remainders over, under which the defendants other than the defendant Webster were entitled. The will was proved in June, 1871, by the widow and Webster, the personal estate being sworn under £600. On the testator's death the widow entered into possession of the real estate devised to her, and continued in such possession till her death on the 17th of February, 1884. From the testator's death to her own she paid the interest on the note to the testator's brother during his life, and afterwards to his executors. The testator's real estate was in mortgage at his death, and the mortgagees in May, 1885, sold the estate, and after satisfying their mortgage debt, paid the surplus, amounting to £397, into court. The widow by her will appointed Webster her executor. Her will was not proved, and it was admitted by all parties that she left no assets, also that Webster had received no assets of the testator, and no relief was asked against him. There was no personal estate of the testator outstanding. The widow received some part of the testator's assets, but there was nothing to show how much she received or how she applied what she did receive. The holder of the note claimed to be paid the £397 in court. There were no other creditors.

CHITTY, J., said that upon the facts he held that the testator's widow paid the interest in her character of tenant for life. So far as the real estate was concerned, there was no one else but the tenant for life to pay the interest. In making such payment she represented the whole of the persons entitled to the real estate, and the payment was an admission of the liability of the real estate to pay the debt. The payment was a promise to pay out of the real assets which the tenant for life was competent to give so as to bind those who took in remainder. He held, therefore, that the payment was a bar to the Statute of Limitations, and that the creditor was entitled to the £397.—COUNSEL, *Maclean*, Q.C., and *Tyssen*; *Romer*, Q.C., and *Swinfen Eady*; *Farrell*; *Francis Webb*. SOLICITORS, *Scott & Co.*, for *Rodgers & Jessopp*, *Sleaford*; *Pays & Scorer*; *Paterson, Snow, Blozam, & Kinder*; *Swann & Co.*

#### Re EDIE and BROWN'S CONTRACT—North, J., 31st January.

VENDOR AND PURCHASER—SALE OF FREEHOLD HOUSE "IN POSSESSION"—LEASE EXPIRING ON DAY FOR COMPLETION OF CONTRACT—RIGHT OF PURCHASER TO BENEFIT OF LESSEE'S REPAIRING COVENANTS.

This was a summons by a vendor, under the Vendor and Purchaser Act, 1874, to determine the question, whether the purchaser of a house was entitled to receive the money payable by the late tenant of the house in respect of breaches of his covenants to repair. The house was sold by auction on the 2nd of March, 1887, and was described in the particulars of sale as "freehold property, with possession." The particulars also stated that "the late tenant's fixtures can be taken by the purchaser at a valuation." No reference was made to any lease. The conditions provided that the purchase was to be completed on the 25th of March, 1887, and that "the purchaser shall, as from that day, be entitled to possession." There was evidence that the auctioneer, before the biddings commenced, had stated publicly that the house was not in good decorative repair, and that it was sold just as it stood. The abstract of title delivered to the purchaser showed that the vendor had, in 1873, granted a lease of the house for a term of twenty-one years from the 25th of March, 1873, deter-



minable by notice at the end of the first seven or fourteen years, and that the tenant had given notice to determine the lease at the end of the first fourteen years—i.e., on the 25th of March, 1887. The lease contained a covenant by the lessee to yield up the demised premises in good repair at the expiration or sooner determination of the demise. Possession had, in fact (though this was not known to the purchaser at the time of his purchase), by arrangement between the vendor and the tenant, been given up to the vendor by the tenant in February, 1887, without prejudice to the tenant's liability for dilapidations under his covenant. The purchaser objected that the house was not in good repair, and claimed the benefit of the lessee's repairing covenant.

NORTH, J., held that the claim could not be maintained. The purchaser had contracted to buy, not a property in reversion, but a property in possession, of which there was a "late tenant." If the vendor had offered to convey a reversion to him, the purchaser would have been entitled to refuse to complete the contract. The purchaser now claimed a sum of money which was recoverable in an action by the reversioner against the tenant, and the right to that money was not included, either expressly or by implication, in the purchaser's contract.—COUNSEL, *Cookson Crakanthorpe, Q.C., and P. S. Gregory; Giffard, Q.C., and Arthur Jackson.* SOLICITORS, *Hanbury, Hutton, & Whitting; Druce & Attles.*

**Re BETTESWORTH AND RICHER'S CONTRACT**—North, J., 26th January.

PUBLIC HEALTH ACT, 1875, ss. 150, 257—NEW STREET—EXPENSES OF PAVING, &c.—LIABILITY OF FRONTAGE OWNER.

This was a summons under the Vendor and Purchaser Act, 1874, to determine, as between the vendor and purchaser of property abutting on a new street, who was liable for the payment of expenses incurred by the local board for paving and other work done under the compulsory powers of the board preliminary to their taking over the street. In September, 1886, Richer agreed to purchase from Bettesworth, at the price of £100, the equity of redemption of two leasehold houses. The purchase was to have been completed in December, 1886, but a difference arose between the parties which of them was to pay a sum of £41 14s. 6d., which had been apportioned by the local board as the amount payable in respect of the premises towards the expenses incurred on the new road. The owner, having had notice to do the work, made default, and the board did the work themselves. The question was, whether the expenses were outgoings arising after the proper time for completion, which would fall on the purchaser, or whether they were a charge on the property at the time of the contract for purchase, which ought to be got rid of by the vendor. The local board gave their first notice requiring the frontage owners to put the road in order in November, 1885, but it was not until early in 1887, after the work had been completed and the amounts payable by the different owners had been apportioned, that all the necessary formalities had been observed so as to enable the board to recover the expenses by summary process. The work was actually completed in June, 1886. On behalf of the vendor it was argued, that there was no charge on the premises till the payment of the amount recoverable could be enforced, and that the person liable under the Act was the owner of the property at the time when the charge became first enforceable. On behalf of the purchaser it was contended that, upon the true construction of sections 150 and 257 of the Act, the person liable to the board was the owner of the premises at the time when the work was completed.

NORTH, J., adopted the latter view of the construction of the Act, and dismissed the vendor's summons. He pointed out that in *The Queen v. The Swindon Local Board* (4 Q. B. D. 305) the question, whether the person liable was the owner at the time when the work was completed, or the owner at the time of the final demand to pay, was not before the court, because the person who was there held liable was the owner at both dates.—COUNSEL, *Swinfen Eady; Grosvenor Woods.* SOLICITORS, *Chester, Mayhew, & Co.; G. F. Mollows.*

**Re LLOYD'S TRUSTEES AND SMITH**—North, J., 28th January.

CONSTRUCTION OF STATUTE—REPEAL OF SPECIAL ACT BY GENERAL ACT—COMPANIES ACT, 1881, s. 31.

This was a summons by vendors (trustees of a will) under the Vendor and Purchaser Act, 1874, the question being whether the trustees had been validly appointed. The will contained a devise of real estates to two trustees, on certain trusts, but there was no power of appointing new trustees. A private Act of Parliament was afterwards obtained, which conferred on the trustees of the will powers of sale, exchange, and partition. Section 34 of this Act provided that section 27 of Lord Cranworth's Act (23 & 24 Vict. c. 145) should be deemed to apply to the trusteeship of the estates devised by the will, "provided that every new trustee of the said estates shall be appointed with the approbation of the Court of Chancery, and in any case not provided by the said Act the said court shall have power from time to time to appoint new trustees of the said estates in a summary way." After the passing of the Conveyancing Act, 1881 (by which section 27 of Lord Cranworth's Act was repealed, the Act being afterwards completely repealed by the Settled Land Act, 1882), the trustees of the will, being desirous of retiring from the trust, executed a deed by which, purporting to exercise the general power of appointing new trustees conferred on them by statute, they appointed two new trustees in place of themselves, and by a declaration vested the trust estates in the two new trustees. The appointment was not made with the approbation of the Chancery Division. The two new trustees entered into a contract to sell a part of the estates, and the purchaser took the objection that the new trustees had not been validly appointed, because the approbation of the Chancery Division had not been obtained in accordance with section 34 of the special Act.

NORTH, J., held that the appointment was valid. He said that there was nothing in the will to negative or prohibit an appointment of new trustees, other than the absence of a power to appoint them. He thought the case must be treated as if the qualification contained in the special Act had been part of the general law under Lord Cranworth's Act. Section 27 of that Act was, as regarded this particular estate, qualified by the provision in the special Act. Afterwards Lord Cranworth's Act was got rid of, and a general power of appointing new trustees was conferred by section 31 of the Conveyancing Act. It could not, he thought, be said that that general power was subject to the qualification contained in section 34 of the special Act.—COUNSEL, *Cosmo-Hardy, Q.C., and E. S. Ford; Cookson Crakanthorpe, Q.C., and Roby.* SOLICITORS, *Byrne & Blackiston; Chester, Mayhew, & Co.*

#### HIGH COURT—QUEEN'S BENCH DIVISION.

REG. v. JUSTICES OF MIDDLESEX—30th January.

NOTICE OF APPEAL TO QUARTER SESSIONS—MISTAKE IN DATE.

In this case a rule had been obtained calling on the justices of Middlesex to shew cause why a *mandamus* should not issue commanding them to enter continuances and hear an appeal against a bastardy order, which had been made against George Brewster. The order was made on the 29th of June, 1887, and notice of appeal was given on the 30th of June. The notice of appeal was expressed to be for the next quarter sessions, to be held on the 16th of July. The Summary Jurisdiction Act, 1879, s. 31, enacts that every appeal from an order of a court of summary jurisdiction shall be made to the next practicable quarter sessions holden not less than fifteen days after the decision complained of. The general quarter sessions commenced on the 4th of July, and the 16th of July was fixed for an adjourned sessions, at which appeals similar to the appeal in question would be taken. Some time before the 16th of July the clerk of the peace wrote to the parties pointing out that the appellant was proposing to come to the wrong sessions, and that the appeal could not be entered till the October Sessions. There was no evidence as to what took place on the 16th of July; but all the parties appeared at the October Sessions, when the case was adjourned till November. On the case coming on in November, the objection was taken that the notice was bad. The justices upheld the objection, and dismissed the appeal. On the part of the respondents it was argued that the notice of appeal, being for the 16th of July, which was only an adjournment of the sessions which commenced on the 4th of July, was a notice for a wrong sessions, and therefore the justices were right in dismissing the appeal. On behalf of the applicant it was said that the notice was good notice for the October Sessions. It was expressed to be for the next quarter sessions; and the next quarter sessions, within section 31 of the Summary Jurisdiction Act, was the October Sessions. The words "to be held on the 16th of July" were surplusage: *Reg. v. Recorder of Liverpool* (15 Q. B. 1070); *Reg. v. Justices of Bucks* (3 W. R. 63).

THE COURT (MATHEW AND A. L. SMITH, JJ.) ordered the rule to be made absolute. The notice was for the next sessions—that was, for the October Sessions. The words "to be held on the 16th of July" ought to be rejected as surplusage, which could not mislead anyone. The justices had jurisdiction, and they ought to have heard the appeal.—COUNSEL, *Tickell; D'Eyncourt.* SOLICITORS, *Rymer; Dunville Smyths.*

#### CASES AFFECTING SOLICITORS.

**Re JOHNSON & WEATHERALL—C. A. No. 2, 1st February.**

SOLICITOR—COSTS—TAXATION—COUNTRY SOLICITOR AND LONDON AGENT—BILL OF AGENCY CHARGES—TAXATION OF PART OF BILL—SOLICITORS ACT (6 & 7 VICT. c. 73), s. 37.

This was an appeal from a decision of North, J. (*ante*, p. 93), the question being whether a country solicitor was entitled to have a part of the yearly bill of agency charges delivered to him by his London agents taxed, without having the whole bill taxed. Johnson & Weatherall, solicitors, in London, acted as the London agents of Storer & Co., solicitors, at Manchester. On the 4th of January, 1886, Johnson & Weatherall delivered to Storer & Co. their yearly bill of agency charges for the year 1885. The bill contained charges in respect of a number of distinct actions and matters in which Johnson & Weatherall had during that year acted as agents for Storer & Co., the charges relating to each action or matter being stated separately under the head of that action or matter, forming what might be called a separate chapter in the bill. One of the actions in respect of which charges were made was *Mellor v. Swire*. Storer & Co. took out a summons asking for the taxation of that part of the bill which related to *Mellor v. Swire*. The summons was issued within a year from the delivery of the bill. The London agents contended that the applicants could not have that part of the bill which related to *Mellor v. Swire* taxed without having the whole bill taxed, and that they were willing to have done. On behalf of the applicants, it was argued that in an agency bill the charges relating to each matter comprised in it really formed a separate bill. And if the charges in one matter were grossly excessive, and should be to a great extent disallowed in taxation, still, if only the whole bill could be taxed, the London agent might escape from paying the costs of the taxation because the charges in the other matters could not be called in question. And, at the same time, as between the country solicitor and his lay client, the charges in each of the actions or matters must be taxed separately. The applicants alleged that unnecessary charges had been incurred in *Mellor v. Swire* by reason

of the negligence of Johnson & Weatherall, and that on taxation those charges would be disallowed. No complaint was made of the charges in the other matters comprised in the bill. Johnson & Weatherall entirely denied the truth of the allegations of negligence. North, J., held that the bill delivered was one entire bill, and that the applicants were entitled to a taxation only on the terms of the whole bill being taxed. On the hearing of the appeal it appeared that a further bill of charges in *Mellor v. Swire* had been delivered by Johnson & Weatherall to the appellants since the summons was taken out, and that a cash account had also been delivered which shewed a balance of £1,188 to be due from the appellants to Johnson & Weatherall. At the conclusion of the arguments for the appellants,

BOWEN, L.J., suggested that an order should be made in the following terms:—"If within four days the appellants undertake to pay over to the respondents, within ten days from this date (subject to an undertaking to refund what shall be disallowed on taxation), the sum of £1,188, and the appellants consenting by their counsel to refer to taxation such further bills relating to *Mellor v. Swire* as have been delivered subsequently to the bill mentioned in the notice of appeal—order that so much of the delivered bill as relates to *Mellor v. Swire* be referred to taxation, the appellants to pay the costs in this court and the court below; all other costs to be reserved. If no such undertaking be given, the appeal to be dismissed, with costs."

The respondents assented to this order, which the COURT (COTTON, LINDLEY, and BOWEN, L.J.J.), accordingly made. COTTON, L.J., thought that the appellants were wrong in their contention. They had not offered to give any undertaking to pay the balance due from them on the undisputed part of the bill. In his lordship's opinion an order of course could not be made under the Solicitors Act of 1843 to refer a part of a London agent's bill for taxation. But his lordship thought that the court had jurisdiction to order the taxation of a particular part of a delivered bill if, in the exercise of its discretion, it thought fit to do so, proper terms being imposed to prevent injustice. In *Re Tryon* (7 Beav. 496) Lord Langdale, who had great experience in taxation matters, directed the taxation of the disputed items in a bill, reserving the costs. In the present case his lordship thought that justice would be done by making an order in the above terms. LINDLEY, L.J., was of the same opinion. He was not prepared to construe section 37 of the Solicitors Act in such a way as to deprive the court of jurisdiction to refer for taxation, on proper terms, any items, or group of items, in a bill. Of course, this could not be done by the common order to tax. BOWEN, L.J., concurred. COTTON, L.J., added that the order would not prevent the London agents from delivering any further bill of charges in *Mellor v. Swire* in respect of work done by them subsequently to the date of the bills already delivered.—COUNSEL, *Cookson Crackanthorpe, Q.C.*, and *Leest; Cozens-Hardy, Q.C.*, and *Hamilton Humphreys*. SOLICITORS, *Rowley & Co.; Johnson & Weatherall*.

*Re MANSEL, Ex parte CAMPBELL*—C. A. No. 1, 27th January.

BANKRUPTCY PETITION—SUBSEQUENT RESOLUTION OF CREDITORS IN FAVOUR OF LIQUIDATION BY ARRANGEMENT—COSTS OF PETITIONING CREDITOR—TAXATION.

In this case Campbell presented a bankruptcy petition against Mansel under the Bankruptcy Act, 1869, on the 6th of March, 1883, in the Kingston County Court. Mansel then presented a petition for liquidation by arrangement in the London Bankruptcy Court, and resolutions were passed by the creditors in favour of a liquidation, and a trustee was appointed. On the 7th of November, 1883, an order was made in the county court, by consent, that Campbell's petition should be dismissed, with costs to be taxed and paid out of the debtor's estate in the liquidation proceedings. Under a subsequent arrangement Campbell's debt was paid, with interest, but the costs of his petition were not paid. In July, 1884, Campbell's solicitor sent in his bill of costs relating to the petition in the county court to the registrar of that court, and the registrar went through the bill of costs and gave his allocatur for £56 8s. No notice of any appointment to tax was given to the other parties. In October, 1887, Campbell applied to Mr. Registrar Hazlitt in the London Bankruptcy Court for an order that the trustee should forthwith pay the costs out of the debtor's estate. The registrar dismissed the application on the ground that there had been no proper taxation of costs in the county court, and that there were no net assets out of which to pay those costs after the costs of realizing the estate had been paid. It was alleged on the hearing of the appeal that it was a common practice in the county court to tax costs in the way in which they had been taxed in the present case.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.J.J.) dismissed the appeal. FRY, L.J., said that the costs had not been properly taxed. Campbell's solicitor had obtained an appointment to tax without giving notice to the other parties and had obtained the allocatur. The allocatur was mere waste paper. Moreover, it appeared that there were no net assets out of which the trustee could pay these costs. LORD ESHER, M.R., and LOPES, L.J., concurred.—COUNSEL, *Cooper Willis, Q.C.*, and *F. Cooper Willis; Kenry Kisch*. SOLICITORS, *M. S. Rubinstein; Beyfus & Beyfus*.

#### BANKRUPTCY CASES.

*Re BURDETT, Ex parte BYRNE*—C. A. No. 1, 30th January.

BILL OF SALE—VALIDITY—DEVIATION FROM STATUTORY FORM—MORTGAGE OF PERSONAL CHATTELS AND "TRADE MACHINERY" NOT "PERSONAL CHATTELS"—SEVERANCE OF CONTRACT—BILLS OF SALE ACT, 1882, s. 9—PARTIAL INVALIDITY.

This was an appeal from a decision of a divisional court (Cave and A. L. Smith, J.J.) (reported 36 W. R. 128), the question being whether, when a bill of sale, given as security for money, includes "personal chattels" and also trade machinery not included under the definition of "personal chattels" contained in section 4 of the Bills of Sale Act, 1878, a deviation from the statutory form invalidates the deed only as to the personal chattels, or whether it makes it altogether void. The debtor, who carried on the business of a printer, gave the bill of sale in question for a sum of £200 to a firm of wholesale stationers. The bill of sale in question assigned to the grantees certain loose personal chattels and also an Otto gas-engine and shafting, which, it was admitted, did not fall within the definition of "personal chattels" given in the Act. The county court judge of Greenwich set aside the bill of sale in toto as not complying with the statutory form, and his decision was affirmed by the Divisional Court.

THE COURT OF APPEAL (LORD ESHER, M.R., and FRY and LOPES, L.J.J.) held that the deed was valid as regarded the gas-engine and shafting. FRY, L.J., who delivered the judgment of the court, said:—"We will first consider the question upon principle. In our judgment, clauses in statutes avoiding transactions or instruments are to be interpreted with reference to the purpose for which they are inserted, and, when open to question, are to receive a wide or a limited construction, according as the one or the other will best effectuate the purpose of the statute (*per* Turner, L.J., in *Jortin v. South-Eastern Railway Co.* (6 De G. M. & G. 275). Furthermore, we adopt the language of Willes, J., in *Pickering v. Ilfracombe Railway Co.* (3 C. P. 235) when he said, "The general rule is that, when you cannot sever the illegal from the legal part of a covenant, the contract is altogether void, but, where you can sever them, whether the illegality be created by statute or by the common law, you may reject the bad part and retain the good." What, then, was the object and purpose of the Legislature in enacting, by section 9 of the statute of 1882, that all bills of sale not in accordance with the scheduled form should be void? It was to impose certain conditions and terms on instruments by which securities were created on personal property without the transfer of the property. The Legislature were not concerned, and the statute is not concerned, with the borrowing on real estate or on chattels real, or on chattels excepted from its operation by section 5, or with the forms of the instruments by which such borrowing may be effected. We ought, therefore, if the language of the statute be open to that construction, to lean towards construing the statute as affecting securities on personal chattels only, and not securities on other kinds of property. Now, in our opinion, not only do the words of the statute make this construction possible, but they lean towards it, for what is avoided is the bill of sale, and not every instrument, of however complicated or comprehensive a nature, of which a bill of sale is part. But then arises this question—Can the illegal part of the security be severed from the legal? In our opinion the nature of the instrument in question permits such a severance to be made, because a security given on properties A., B., and C. is a security for the whole amount on each of those properties, and on every part of each of them. The extinction of one property, in law by a statute, or in fact by an earthquake, effects a separation between the properties, and withdraws one of them from the operation of the instrument, but leaves the instrument intact and still operative as regards the rest. In our opinion, therefore, the elimination of the personal chattels from the security leaves it good as to the machinery, which is not a chattel for the purpose of the Bills of Sale Act. On principle, therefore, we think that the decision of the court below is not correct. But the decision of the Divisional Court was grounded, not on principle, but on the authority of *Davies v. Rees* (17 Q. B. D. 403, 30 SOLICITORS' JOURNAL, 493) in which the Court of Appeal decided that where a bill of sale contained a covenant to pay and an assignment of personal chattels, and of no other property, and was bad under the statute as an assignment, the covenant to pay was also avoided by section 9 of the Act. The principle of that decision we take to be this: that section 9 made the whole of a bill of sale (as those words were used in the section) and not merely the assignment contained in it, void, as was shown by a comparison of the language of sections 8 and 9; that section 9 shewed by its reference to the schedule what it meant by a bill of sale, and that on reference to the schedule it appeared that a covenant to pay was an integral part of the form, and, therefore, of a bill of sale within that section. There were three possible areas over which the avoidance might operate—viz., (1) the assignment of chattels only; or (2) everything which appeared as part of a bill of sale in the scheduled form; or (3) every part of every instrument in which a bill of sale might be contained. The court rejected the first as too narrow, but did not accept the third, which, we think, would have been too wide.—COUNSEL, *Robson; Reid, Q.C.*, and *Herbert Reed*. SOLICITORS, *J. H. Burney; Thomson & Ward*.

*Re SCHARRE, Ex parte TILLY*—C. A. No. 1, 27th January.

BANKRUPTCY—PERSON SUMMONED FOR EXAMINATION UNDER BANKRUPTCY ACT, 1883, s. 27—POWER OF COURT TO COMPEL ANSWER.

This was an appeal by the trustee in the bankruptcy of Eugen Scharrer, trading in London as Eugen Scharrer & Co., from the refusal of Mr. Registrar Linklater to direct a witness summoned by the trustee, under section 27 of the Bankruptcy Act, 1883, for examination in relation to the property of the bankrupt, to answer certain questions. Upon his examination the witness was asked as to his dealings in Africa with certain goods, the property of a distinct firm of Scharrer, Tiede, & Co., in which the bankrupt had been a partner, and which had carried on business at Zanzibar, and had become bankrupt there. In answer to questions the witness stated that he went out to Africa as agent for some persons who had had contracts with Scharrer, Tiede, & Co., and when asked who



his principals were, he declined to answer, on the ground that he had been summoned to give information about the firm of Scharrer & Co., that Scharrer, Tiede, & Co. was a distinct firm, and that he had not taken any property of Scharrer & Co. The registrar refused to order the witness to answer, holding that the two firms were distinct, and that the questions related to the Zanzibar firm. The registrar thought that he was bound by the decision of Cave, J., in *Re Purvis, Ex parte Rooks* (56 L. T. N. S. 579) to accept the witness's statement as true. The trustee appealed, asking by his notice of appeal (which was served only on the witness) for an order directing the witness to submit himself for examination touching his dealings with property belonging to either firm.

THE COURT (Lord Esher, M.R., and Fry and Lopes, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that the order asked for was that the witness should be directed to answer certain questions. If that order were made, and the witness still refused to answer, he would be liable to be attached. The registrar refused to order him to answer the questions; the witness did not refuse to answer any question which the registrar ordered him to answer, so he ought not to have been made a respondent to such an appeal. As to *Re Purvis*, it was said that Cave, J., there decided that the registrar was bound to accept the first answer given by the witness, and that the witness could not be asked any questions as to his credit. His lordship had consulted Cave, J., who was surprised at such an interpretation of his judgment. He said that what he meant was, that in the end the answers of the witness must be taken—that is, witnesses could not be called to contradict him; but the witness might be cross-examined. The Master of the Rolls said that he was authorized to give that explanation of *Re Purvis*. The appeal must be dismissed, but without prejudice to any application to the registrar for a fresh summons for the examination of the witness. Fry, L.J., said that the power of examining witnesses under section 27 was vested in the court, and the witness was not in the position of an ordinary witness called by a litigant party. He was (so to speak) the witness of the court, and the conduct of his examination rested with the court. The registrar, in effect, refused to allow the questions to be put—that is to say, having the conduct of the examination, he refused to put the questions. Therefore the witness obeyed the order of the court in not answering. The application now made was to make him answer that which the registrar had refused to order him to answer. Such an application was entirely irregular. But his lordship argued that the power of examination under section 27 was not a merely formal one; it enabled the court to examine the witness usefully and fruitfully, so as to sift the matter thoroughly. His lordship agreed that no such fetter as was suggested was imposed upon the exercise of the registrar's discretion by *Re Purvis*. Lopes, L.J., concurred.—COUNSEL, Cooper Willis, Q.C., and Yelverton. SOLICITOR, C. Harcourt.

*Ex parte* EARL OF STRATHMORE, *Re* RIDDELL—Q. B. Div.,  
24th January.

BANKRUPTCY NOTICE—"FINAL JUDGMENT"—ORDER IN CHANCERY DIVISION  
DISMISSING ACTION WITH COSTS—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION  
1 (g).

In this case the question was raised whether an order dismissing an action in the Chancery Division with costs was a "final judgment" within the meaning of section 4, sub-section 1 (g), of the Bankruptcy Act, 1883, so as to constitute the failure to comply with the terms of a bankruptcy notice founded on such order an act of bankruptcy, on which a petition could be presented against the debtor. An action had been commenced in the Chancery Division of the High Court against the Earl of Strathmore by the debtor Riddell, who claimed to be entitled to large estates now held by the Earl in Yorkshire and Durham. The plaintiff appeared, however, to be unable to frame a proper statement of claim, although leave to amend was given on three occasions, and on June 10, 1887, an order was made by North, J., dismissing the action for want of prosecution, the costs to be paid by the plaintiff. These costs were taxed at £53, and not being paid, a bankruptcy notice was issued against the debtor, but a petition founded on the failure of the debtor to comply with the terms of this notice was dismissed by the registrar of the Newcastle County Court, on the ground that the order in question was not a "final judgment" within section 4, sub-section 1 (g), of the Bankruptcy Act. The Earl of Strathmore now appealed, and on his behalf it was urged that the order was an order having all the elements of finality, and putting an end to the action, and was in reality and effect a judgment.

THE COURT dismissed the appeal. CAVE, J., said that he adopted the interpretation given by Lord Selborne in the case of *Ex parte Morris, Re Faithfull* (33 W. R. 438, 14 Q. B. D. 627), that "to constitute an order a final judgment, nothing more is necessary than that there should be a proper *litis contestatio* and a final adjudication between the parties to it on the merits." That carried the case to the extent that this order might be deemed to be a judgment, and if there was no such word as "final" in the section, a bankruptcy notice might, perhaps, be founded upon it. But the word "judgment" in the section was qualified by the word "final," and Lord Selborne said "a proper *litis contestatio* and a final adjudication between the parties to it on the merits." In the present case there was not a final adjudication on the merits. The order was so far final that that particular order could not be re-opened, but it was not a final adjudication of the matter between the litigants. The matter in dispute was the title to certain estates, and with regard to that it was not a final adjudication, for it was open to the plaintiff, provided that he could find someone sufficiently skilful to frame for him a proper statement of claim, to bring a fresh action in which the question would have to be adjudicated upon, and when that was done in such a way as to prevent another action, then there would be a final adjudication. Here there was not a final adjudication on the merits. GRANTHAM, J., concurred, and said that in his opinion, practically, the court was bound in the present

case by the decision given by the Court of Appeal in the case of *Ex parte Schmitz, Re Cohen* (32 W. R. 812, 12 Q. B. D. 509), where an order made against a defendant requiring him to pay the taxed costs in an action within a specified time, was held not to be a "final judgment" within the meaning of the section.—COUNSEL, Napier Higgins, Q.C., and Stephen; J. L. Walton. SOLICITORS, Western & Sons; Stanford, Newcastle.

*Ex parte* THE OFFICIAL RECEIVER, *Re* STEPHENSON—Q. B. Div.,  
31st January.

DEED OF ASSIGNMENT FOR BENEFIT OF CREDITORS—RIGHT OF CREDITOR WHO  
SIGNED DEED TO PROVE IN BANKRUPTCY.

This was an appeal from an order of the judge of the county court of Nottingham. The bankrupt, F. G. Stevenson, had, on the 1st of September, 1887, executed a deed of assignment for the benefit of all his creditors, some of whom also executed it, and among them the respondent, F. G. Hazeldine, who was a creditor for £108. By this deed the creditors, parties thereto, did, and each of them did, thereby release the debtor from all claims and demands whatsoever, which they, the said releasing parties, then had or thereafter might have against the debtor. The respondent was also trustee under the deed. On the 23rd of September a bankruptcy petition was presented against the debtor by a creditor, who had refused to sign the deed, the alleged act of bankruptcy being the execution of the deed; and on the 1st of October a receiving order was made. At the first meeting of creditors twenty-four creditors, whose debts amounted to £631, carried in their proofs; but the proof tendered by the respondent and the proofs of four other of the signing creditors were disallowed by the official receiver, on the ground that by executing the deed they had released their debts. This decision of the official receiver was reversed by the county court judge, who directed the respondent's proof to be admitted. The official receiver appealed.

THE COURT (CAVE and GRANTHAM, JJ.) held that the county court judge was right in reversing the rejection of the proof. The question, whether the effect of the deed was to release absolutely all debts due to the signing creditors, must depend upon the intention of the parties. If the intention was that the release should stand even in the event of bankruptcy, which would prevent the provisions of the deed being carried out, then the release would be absolute, and the proof should have been rejected; but if the intention was that the deed should not operate in the court of bankruptcy, then the rejection was wrong. Their being no provision in the deed for the event of bankruptcy, and the object of the deed appearing to be honest—viz., to divide the debtor's property among all his creditors, and not among a few only—the true inference seemed to be that the deed was to operate only if there were no bankruptcy. Therefore the rejection was wrong, and the debt might be proved.—COUNSEL, Sir R. E. Webster, A.G., and Muir Mackenzie; Moulton, Q.C., and Stanger. SOLICITORS, Solicitors to the Board of Trade; Lee, Ockerby, & Everington.

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY.

#### GENERAL MEETING.

The January general meeting of the Incorporated Law Society was held on Friday, the 27th ult., the president, Mr. H. MARKBY, taking the chair. There was a moderate attendance of members.

#### PRESIDENT'S REMARKS.

THE PRESIDENT, in opening the proceedings, said: I think it may be as well, at the outset, for me to state, in regard to the first motion on the paper, which stands in the name of Mr. Ford, that the subscription made for the police had no political significance whatever. It was considered that the police had performed an arduous duty in the protection of property, and in providing for the free circulation of the traffic in the streets, and that it was but right that they should receive for that some reward. The amount of subscriptions were £247 14s.; the expenses were £22 10s. 6d.; and of the balance the sum of £10 10s. was presented to Inspector Livingstone, who performed very useful duties at the time of the banquets in June last. The balance of the money has been handed to Sir Charles Warren in augmentation of the Whitehall Relief Fund for assisting policemen during sickness. With regard to the second motion, which also stands in Mr. Ford's name, I have simply to state that some months since a copy of the will was obtained; that it has been referred to a committee for consideration as to the course that should be taken; that the committee will hold another sitting so soon as one of the trustees of that will is sufficiently recovered from an illness from which he has unfortunately been suffering, to attend the committee.

#### IN RE WILLIAM TURNER.

MR. E. KIMBER said that, before the ordinary business was proceeded with, he had a very important question to ask the council. In the *Times* of that day there was to be found a report headed *In re William Turner*. That gentleman was a member of the society who had been committed the other day for an alleged contempt of court. His (Mr. Kimber's) object in rising was to ask what steps the council intended to take to support Mr. Turner. It was high time the society protected a member, as well as enforced the regulations in striking off the roll.

THE PRESIDENT: You must know very well, Mr. Kimber, that we cannot deal with that to-day. We have received a communication on the subject this morning, and it will come on for consideration in due course.

Mr. KIMBER gave notice that at the next general meeting he would repeat the question.

#### ANNUAL CERTIFICATE DUTY, &c.

Mr. C. FORD moved the adjournment of the meeting, in order that he might say a few words about several matters. One of these was the abolition of the annual certificate duty—

The PRESIDENT: Mr. Ford, you must be well aware that you cannot mention this subject in any way. We are willing to hear you upon the motion of which you have given notice. You are quite aware it is impossible for me to allow any observations to be made, by you or any other member, upon other subjects.

Mr. FORD was continuing to address the meeting.

The PRESIDENT: I ask you to sit down. You must be aware that any adjournment of this meeting can only be for the consideration of the matters which form the subject of the business of the meeting. Even if I wished, which I do not wish, to allow you to move the adjournment of the meeting for the object you have stated, I am precluded from doing so by a bye-law.

Mr. FORD asked for the bye-law.

The PRESIDENT: My ruling upon this occasion is binding upon the meeting, and I must ask you to submit to it.

Mr. FORD said that after the demonstration that had been made by some of the members, he would ask permission to retire from the meeting, and he accordingly left the hall.

Mr. H. THOMAS thought it only right, in order to mark their sense of their displeasure at Mr. Ford's conduct, that they should pass a resolution thanking the council, and expressing their confidence in them.

The subject then dropped.

#### METROPOLITAN POLICE.

Mr. H. KEEBLE said he would move Mr. Ford's resolution.

The PRESIDENT: You cannot do that without Mr. Ford's request in writing.

At this point Mr. Ford returned to the hall.

Mr. FORD said it had occurred to him since he had withdrawn from the hall that it might be regarded as an act of discourtesy, and he had thought it better to return. The following notice stood in his name:—"To call attention to the circular letter issued by the council in December to the members of the society, calling for subscriptions for the metropolitan police, and to move—'That in the opinion of this meeting the performance of their duty by the police, however commendable, is not a matter which calls for action by the council as representing this chartered corporation; and this meeting, while appreciating the good intentions of the council, is of opinion that the time of the cashiers at the society's offices ought not to have been occupied by receiving and giving receipts for money contributed on behalf of the police.'" He objected to the course the president had thought proper to take in addressing the meeting with regard to the motion before he (Mr. Ford) had brought it forward. There was nothing whatever in the motion which suggested that there was any question of politics connected with it. It seemed curious, and he might almost say suspicious, that the president should have thought it necessary to begin his remarks by saying that it was not a political matter. What he (Mr. Ford) suggested was, that the society was not established for the purpose of discussing the conduct of the police, and it was time they put a little pressure upon the council so that they should not go into the highways and byways to induce the members to subscribe to things that were outside its functions. Not long ago he had troubled the council with a notice of motion to the effect that the society should pass some resolution with regard to the publication in the daily newspapers of evidence of a very objectionable character in the Divorce Court, and he was met by the council with the objection that that was not one of the purposes for which the society was established. If a question of that kind was not one for the consideration of which the society was established, surely the question of the conduct of the metropolitan police in Trafalgar-square was not. He had been sworn in as a special constable, and had acted on that occasion, and he had seen the most brutal and outrageous conduct on the part of certain members of the force. It was most impolitic for the council to have started the subscription.

Mr. KEEBLE seconded the motion, and was criticizing the conduct of the police, when

Mr. S. WHITEHEAD rose to order. The conduct of the police was not referred to in the motion.

Mr. KEEBLE urged that the council had no power to pass a resolution starting the subscription. It was entirely beneath the dignity of the society to go begging for the police or anybody else. He could not help thinking the resolution was the commencement of a bad habit—that was to import party politics into the meetings of this society.

Sir THOMAS PAINÉ: Are law and order party politics?

Mr. KEEBLE: Yes, when they are debated for party purposes. He had written to the secretary, asking him to point out by what right the council did this, and he would be glad if the president would tell him under which bye-law it was done. It was not a question of being thankful to the police for keeping traffic free, or they might just as well do the same thing every 9th of November. He would like to know under what Act Sir Charles Warren had prohibited the meeting?

The CHAIRMAN: That is not the question, surely. We are not considering Sir Charles Warren's conduct.

Mr. KEEBLE: He is at the head of the body you are going to thank.

The CHAIRMAN: We are not going to thank anybody.

Mr. THOMAS said this was not the first time he had had the opportunity of listening to Mr. Ford, nor the first time he had disagreed with him, but he had not hitherto taken an opportunity of publicly contesting the

points set forth in the various notices of motion in connection with which Mr. Ford had so conspicuously figured. He (Mr. Thomas) thought that if ever there was a case in which the performance of their duty by the police deserved to be commended at large by all well-disposed citizens, it was on the occasion of the recent demonstrations at Trafalgar-square. The Law Society was interested in any question which appertained to the maintenance of law and order, and in a crisis such as this, which amounted to a national crisis, it was their duty to approve of the conduct of the officers of the law. Mr. Ford had also complained of the services of the cashiers being required. These services were voluntarily and gratuitously rendered, and had not cost the society a single shilling, and he (Mr. Thomas) was not aware that the usual business of the society had been interfered with. The notice of motion was almost a slur upon the society and upon Mr. Ford himself. The best thanks of the members of the society were due to the council and to the cashiers for their services.

Mr. BROMLEY said that Mr. Ford had said that subscriptions were called for by the council, but if he would look at the circular they sent out, he would see that subscriptions were not even invited. It simply said that a subscription list had been opened, and those who liked could contribute. They had heard a few words from Mr. Ford which shewed them that it was a covert attack on the police. He (Mr. Bromley) thought it very unfortunate that it had been brought before them. All the expenses had been deducted from the money subscribed, so it had cost the society nothing. He moved that the meeting do proceed to the next business, as the best method of getting the opinion of the meeting upon the propriety or impropriety of bringing such a motion forward.

Mr. MELVILLE GREEN seconded. He wished the council had been content to let well alone, for there was no necessity for them to have done anything as a corporate body. But if the motion were carried, it would be fettering the hands of the council, and they would not be able to send out a circular which was not strictly within the four corners of the charter. This would be very unwise, as a case might arise of misfortune to servants or officers, when such a course might be desirable; and if they defeated the motion, they would be confirming the action of the council, which was exactly what he would rather not do.

Mr. KIMBER thought the council quite right, and he thought they might have done a great deal more. He thought public feeling on both sides of politics was entirely in favour of the police. It would be a lamentable thing if such a commendable object as this were to have cold water thrown upon it.

Mr. J. ADDISON, speaking as a member of the council, said the idea of politics had never entered the minds of the council. What they felt was that the police had performed the orders given them—whether those orders were right or wrong—most admirably. They had given up a large amount of time, and had endured privation and want of food and a large extension of their hours of labour—and all for the purpose of fulfilling the orders so given to them. They had done this with a cheerfulness and alacrity beyond all praise. It was thought that the society should call upon its members to do what had been done by many other large bodies, and that, if they did not, they, the solicitors of London, would almost stand alone in not recognizing the merits of this important body of men. It would be an ill day for London and for the country if that body of men, performing their duties as they had done, did not receive, as they deserved, a recognition of their valuable services.

Mr. FORD said he would not press the motion, but

Mr. KEEBLE, as the seconder, insisted upon its going to the vote.

Mr. ADDISON also objected to the motion being withdrawn.

Mr. H. ROSE said he was one of a large number who approved of the action of the council. Let the motion go to the vote, that the council might see by what an enormous majority they were supported against the revolutionary element.

Mr. FORD, in replying, said he had not introduced the question of politics at all. The cashiers did not give their time gratuitously, because they gave receipts, and he assumed the society's servants were paid for their time during office hours.

The amendment, on being put to the vote, was negatived by a large majority, and the motion was defeated by a majority still greater.

#### LEGAL EDUCATION.

The following notice was on the business paper:—"Mr. Ford will also call attention to the will of the late Mr. Justice Quain, as it refers to the question of legal education, and will move—That the neglected state of legal education as regards articulated law students renders it necessary that the council should use every endeavour to secure to such students a special participation in the benefits of the legacy of £10,000 set apart for the promotion of legal education by the will of the late learned judge."

Mr. FORD, in moving the resolution, said that when such a sum as £10,000 was floating about, as guardians of legal education the society should do what they could to secure a portion of it. The position of legal education was most deplorable so far as the society was concerned. They received £10,000 a year from the students, and they gave a paltry £100 to Liverpool, a paltry £100 to Newcastle, and a paltry £100 to Birmingham, and that was all the society did as far as the country was concerned. Then there were miserable lectures in London which the majority of articulated clerks did not attend, and those who did were generally disgusted. With regard to the £10,000 referred to in his motion, the learned judge had left a large discretion to the executors, and he (Mr. Ford) sincerely hoped that the council would do what they possibly could to secure a participation in this sum for articulated clerks. As regarded the Inns of Court, it was likely enough that a very strong pressure would be brought to bear upon the executors in their behalf; but he would remind the meeting that the Inns of Court were very rich indeed. The Solicitor-General, in a recent speech, had remarked that, notwithstanding the



wealth of the Inns of Court, the students did not to any extent avail themselves of the valuable exhibitions and studentships which were offered. In Manchester the society contributed nothing whatever to legal education out of the £10,000 received annually from articulated clerks. If they could not help Manchester directly, they might help it indirectly by doing what they could to secure some of this money for the benefit of Owens College, on the understanding that the law students of Manchester should be permitted to join it.

Mr. KIMBER seconded the motion.

Mr. GREEN said he gathered from the motion that it was a sort of scramble amongst everybody interested in legal education.

Mr. FORD read an extract from the will, observing that the legacy was one of £10,000.

Sir THOMAS PAINE: £400 a year at the outside.

Mr. B. G. LAKE said that, as he had taken some interest in the subject of legal education, he would like to say why he should vote against the motion. It was very curious for those who really did know what had been doing by the council, to observe the absolute ignorance of Mr. Ford on the subject. More than once applications had been sent out by the council to every large town, including Manchester, asking if they required any provision made for the articulated clerks. Manchester and other towns had replied that they were quite satisfied with things as they were, and they found it very difficult to keep up as they were going on. He (Mr. Lake) entirely declined to admit that legal education in London was neglected. He absolutely and entirely denied and disputed it, therefore he could not vote for the resolution. Moreover, he could not vote for it for the reason that it was unnecessary. As the President had mentioned—following not only the most advantageous but the most usual course—namely, that of giving the meeting over which he presided the facts upon which they could come to a decision—he (Mr. Lake) knew that a committee was sitting of which one of the trustees of Mr. Justice Quain's will was a member. The matter was only standing over because of that gentleman's unfortunate illness.

Mr. FORD said there was always in the letters written by the council a paragraph saying, "we will give you so much if you will find another sum."

Mr. LAKE said Mr. Ford was quite wrong, that was not the fact.

Mr. FORD said he had received letters from the country law societies on that very point. He was perfectly well aware of the fact of one of the executors acting, because he had been in correspondence with him. It was Mr. Jevons, of Liverpool. It was no secret, because it was in the will.

The motion was defeated by a large majority.

#### SITTINGS OF THE LAW COURTS.

Mr. F. K. MUNTON, in accordance with notice, asked (a) whether the attention of the council had been drawn to the following observations made from the bench by Mr. Justice Mathew (*Times*, October 28, 1887):—"It frequently happens when cases are called on that they are not ready; it is a growing evil, and one which causes the greatest inconvenience and delay. I think that if one or two actions for negligence were to be brought against the responsible solicitors, it would have a salutary effect"; (b) whether the council is aware that the particular case giving rise to the judge's observations had been in the list of another court in the morning, and transferred to Mr. Justice Mathew's list without the knowledge of the solicitors concerned; and (c) whether the council is of opinion that the position is one calling for a respectful, but firm and dignified, representation to the judge on the injurious effect of this indiscriminate judicial censure. He said that, in asking the question, he recognized the delicacy of the position. He would be very careful to avoid any remarks of an inflammatory nature. A state of things had arisen in the law courts which, he ventured to think, called for the attention of the heads of their branch of the profession. It was no uncommon thing for the judges, both in chancery and common law, to make observations in reference to solicitors without being fully acquainted with the facts, such observations being of very serious character to them, and he thought the time had come when something in the shape of a respectful but dignified remonstrance should be made against this state of things. As a matter of fact, he would like to call the attention of the society to what the position of the case was. It appeared that it stood No. 80 in the special jury Middlesex list for the 24th of October, and that, through various collapses, this case No. 80 got into the paper on the morning of the fourth day of the sitting. It had been originally allotted to Mr. Justice Manisty, but was shifted later in the day to Mr. Justice Mathew's list unobserved by the solicitors concerned in it, owing mainly to the great crowd in the court, which kept the parties to the case in the corridors. The court was full, and, as they knew, there was no regulation whatever for keeping the public outside that part of the court which properly belonged to solicitors, and the solicitors were obliged to sit outside in the corridor. This case was, therefore, one in which certainly no such observation should have been made by Mr. Justice Mathew. He (Mr. Munton) believed there was a unanimous opinion on the part of the profession that under no circumstances should a case be transferred from paper A. to paper B. on the same day without the consent of both parties to the action. If such a regulation as that had been established at the time of this unfortunate and unhappy occurrence, they would probably have been spared the humiliation of such a statement coming from Mr. Justice Mathew, which was reported next morning in the *Times*, and sent from one end of the kingdom to the other.

The PRESIDENT: With regard to the explanation asked for by Mr. Munton, I have to say that, having regard first to the lapse of time which has taken place since the occurrence, and also to the fact that the attention of the council has not been called to it by either of the solicitors who

were engaged—and therefore they have no knowledge of what occurred except what they may individually have gathered from the public prints—they do not think that the present occasion is one which calls for any action on their part, more especially, as has been already mentioned by Mr. Munton, as we have now under consideration some alterations with regard to the conduct of the trial of actions before the Queen's Bench, which we hope, if adopted, will have the effect of rendering any such unfortunate incident almost impossible in the future.

Mr. GREEN suggested that this would only remove half the difficulty, even if successful.

The PRESIDENT: I think after a question has been addressed to me and I have answered it, that it is not possible to raise a debate upon it.

Mr. GREEN said he only wanted to make a suggestion, which was that the council should keep a register of complaints made by members of the society of the rash utterances of the judges. He thought it would have a valuable effect.

The PRESIDENT: We will make a note of it.

Mr. KIMBLE said that if proposed as a motion, he would like to second it.

The PRESIDENT: It is not proposed as a motion. As a matter of courtesy I asked Mr. Green to let us know what he wished.

#### COUNTY COURTS.

Mr. F. K. MUNTON, in accordance with notice, also asked "Whether the modified recommendations made by the county court committee to meet the views of the council's special committee have been considered by the council, and, if so, with what result." He asked the meeting to bear in mind what was the state of things with regard to the subject. The county courts committee had first reported, after that a sub-committee of the council had issued some printed comments thereon. The committee had then resumed their meetings and issued a modified report, which he had handed to the president. Since he (Mr. Munton) had put the resolution on the paper, he had been informed that the council still found some difficulties, and the president had suggested a renewed meeting. Under these circumstances he thought it would be needless for him to ask the president to answer the question, therefore, with the approval of the president, he begged to withdraw the question.

A vote of thanks to the president, moved by Mr. A. E. FINCH, and seconded by Mr. H. E. GRIBBLE, terminated the proceedings.

#### WORCESTER AND WORCESTERSHIRE INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at the Law Library, Pierpoint-street, Worcester, on the 25th ult. Present: Mr. J. H. Whately, Malvern (president), in the chair; Mr. A. W. Knott (vice-president), Messrs. F. Corbett, W. P. Hughes, O. Pidcock, G. Clarke, S. Southall, T. Roberts, S. B. Garrard, G. F. S. Brown, W. C. Quarrell, H. Goldingham, J. Stallard, T. Southall, J. Stallard, jun., G. W. Bentley, T. G. Hyde, F. Parker, S. M. Beale, J. Thompson, W. T. Curtler, W. H. Moore (Upton-on-Severn), G. Perry (Stourbridge), E. Nevinson (Malvern), E. A. Davies (hon. treasurer), T. R. Jeffery (hon. secretary).

The report of the committee and treasurer's accounts for the past year were received and adopted. Mr. Joseph Higgins Whately, of Malvern, was unanimously re-elected president; Mr. A. W. Knott, vice-president; Mr. E. A. Davies, hon. treasurer; and Mr. F. R. Jeffery, hon. sec. for the ensuing year. The following gentlemen—viz., Messrs. F. Corbett, W. P. Hughes, T. G. Hyde, T. Southall, and J. Stallard, jun., were re-elected members of the committee in addition to the officers of the society. Mr. Kenard Ball, solicitor, Pershore, was elected a member of the society.

A resolution was passed granting a sum of £5 out of the funds of the society for the purpose of providing prizes to be competed for by the members of the Worcester and Worcestershire Law Students' Society.

Attention was called to the great inconvenience caused by the circular recently issued by the Post Office that, on and after the 1st of January, all letters would, unless an annual fee of £1 is paid, be delivered according to their addresses, as required by an existing regulation of the Post Office, which has not been enforced, business letters, however addressed, having been delivered at the private residences of parties when so desired. It was moved by Mr. Roberts, and seconded by Mr. Goldingham, and resolved: "That a representation be made to the Postmaster-General pointing out the inconvenience caused to several members of this society by the issuing of the circular, and respectfully requesting him to give directions for the recall of the same."

The following are extracts from the report of the committee:—

*Members.*—The present number of members is 56 as against 63 last year. The number of subscribers is 11.

*Distinguishing marks for members in the Law List.*—The committee being of opinion that it was desirable that the names of members of the society should be distinguished in the *Law List*, by a special mark placed opposite their names, arrangements were accordingly made by which such special distinguishing marks appeared in the *Law List* for 1887, and these arrangements will be continued.

*Trustees' Investments.*—Your committee have had under their consideration the hardship of the rule, confirmed by recent decisions, that trustees cannot under any circumstances lend on buildings more than half their value, although they may, in other respects, have acted with all ordinary prudence, and have taken all proper precautions, and your committee have therefore suggested that the Incorporated Law Society should initiate legislation, with the view of indemnifying trustees in cases where the amount advanced does not exceed two-thirds of the value of such property. The Incorporated

Law Society have informed your committee that the subject is under the consideration of a special committee of their society, to whom the suggestion of your committee has been referred.

**Land Transfer Bill.**—It is understood that this Bill will be re-introduced early next session, in its present form, as a Government measure. The committee gave their careful consideration to the Bill of last session, and in the Appendix "A" to this report will be found copies of their replies to two sets of queries of the Council of the Incorporated Law Society on the provisions of the Bill, and which replies embody the views of the committee on some of the main points involved in the Bill. The committee feel strongly that the provisions of the Bill should not be made generally compulsory until it is found in practice to be easily workable and for the public advantage.

The following are the replies to the second circular of the Incorporated Law Society (25th October):—

#### QUESTIONS.

1. The necessity or expediency of registration, compulsory or otherwise, and the cost necessarily incident to any such system of conveyancing as compared with that now in force. In connection with this the Council will be glad to have some details as to the average cost of sales and mortgages, especially in small transactions, not exceeding £500, and as to the average proportion of small transactions in the general conveyancing business in your district?

2. The advantages or disadvantages of the proposed scheme of double registration, that is by the grantor as well as by the grantee?

3. The principle on which land transfer districts should be constituted, and whether they should be numerous and local or centralized?

4. The advantages or disadvantages of the proposed system of confirmation of titles?

5. The effect of the alterations or amendments of the law contemplated by the Bill, and the mode in which they can be best carried out in practice?

6. The position of solicitors under the proposed scheme?

**Rules of practice on sales of property in mortgage where the sale is conducted by the solicitor of the mortgagor.**—A question having arisen as to the proper practice as between the solicitors to the mortgagor and mortgagee on sales of mortgaged property by the mortgagor, the committee think it desirable to reprint the rules of practice on the subject adopted by the Worcester and Worcestershire Law Society on the 17th day of January, 1855, and a print of which rules will be found in the Appendix "B" to this report.

The following are the rules referred to:—

1. That the solicitor of the mortgagee shall, before the property in mortgage is advertised for sale, be consulted and his name referred to in the advertisement, if he requires it.

2. That unless powers of sale contained in the mortgage are to be exercised, the mortgagee's solicitor shall not, as a matter of course, be entitled to peruse advertisement or conditions of sale.

3. That the mortgagee's solicitor shall be entitled to attend the sale, and to charge for such attendance.

4. That the abstract (unless an abstract has been already furnished by the mortgagee's solicitor) shall be furnished by the mortgagee's solicitor and charged for, but if there is an abstract with the deeds he shall only charge for a copy.

5. That if the property in mortgage is sold in lots, the mortgagee's solicitor shall make the several copies of abstract that may be required from the abstract furnished by the mortgagee's solicitor.

6. That when an abstract or copy of an abstract has been furnished by the mortgagee's solicitor, the latter shall produce the deeds for examination therewith or with any copy made in pursuance of clause 5 to one or more purchasers at the mortgagee's expense.

7. That the draft conveyance shall be sent by the mortgagor's solicitor to the mortgagee's solicitor for perusal.

8. That the mortgagee's solicitor shall be entitled to make and charge for a copy of each conveyance, but when there are joint mortgagees, he shall be entitled to only one copy.

9. That beside the above charges the mortgagee's solicitor shall be entitled to the usual charges for journeys, attendances, and correspondence.

#### REPLIES.

1. The committee regard registration of titles to land as a question of public policy upon which Parliament is pledged, and are of opinion that the law societies should confine their attention to the details of any proposed scheme.

The committee are of opinion that no system of registration should be made generally compulsory until proved in practice in a limited area to work satisfactorily. The working of any scheme will probably in its earlier stages disclose unexpected difficulties, involving serious delays; and if registration were made generally compulsory before such difficulties had been overcome, the real property market of the whole country would for a time be paralyzed.

At first registration would increase the cost of conveyancing. Its ultimate effect upon expense must largely depend upon the formalities to be complied with, and the amount of registration fees.

In this district the authorized scale of solicitors remuneration for conveyancing is usually adhered to, except as to deeds in connection with building societies and building estates, which are very numerous. In these cases (which chiefly affect the artisan class) the present cost is very small, and compulsory registration must necessarily increase it.

2. The committee are of opinion that double registration is unnecessary.

3. There should be a land transfer district for each county. In a large county it may be desirable to have more than one registry.

4. It is not desirable to confirm necessary titles in so short a period as five years.

5. The committee refer to their replies to the circular issued by the Council of the Incorporated Law Society in April, 1887.

6. Only solicitors should be allowed to conduct business in the registry for reward, and all instruments brought into the registry should be verified by a solicitor.

The rules should be published before the Bill passes through the committee stage.

**Solicitors' Remuneration Act.**—The committee desire to call renewed attention to the resolution which was passed at the Annual General Meeting of the Society held on the 23rd day of January, 1883, upon the subject of the scale of remuneration in conveyancing work allowed by the order under the above Act, and to point out, that in the furtherance of their true professional interests, it should be the endeavour of all solicitors, by adhering as strictly as possible to the scale, to secure the same general acceptance of it by the public as is customarily accorded to other scales, such as the usual scale of commissions charged by stockbrokers and others.

#### LAW ASSOCIATION.

At a meeting of the directors held at the Hall of the Incorporated Law Society, on Thursday, the 2nd inst.—the following being present, viz.:—Mr. Sidney Smith, chairman; Messrs. Bolton, Collinson, Cronin, Hine-Haycock, Lucas, Nesbit, Sawtell, and Arthur Carpenter, secretary—a grant of £20 was made to the daughter of a deceased member, two new members were elected, and the ordinary general business was transacted.

### LAW STUDENTS' JOURNAL.

#### INCORPORATED LAW SOCIETY.

##### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 12th of January, 1888:—

Adams, Herbert Edward	King, William Henry
Alderson, Edward Philip	Kirtlan, Thomas Edward Varley
B.A.	Lewis, Arthur Edward, B.A.
Allen, Frederick Joseph	Lockwood, Willie Ernest
Andrews, David Palmer	Logan, Crawford William
Aston, Harold Edgar	Long, Edward Vivian
Baker, Herbert	Lowe, Cuthbert Joseph
Baldwin, Henry Hall	Lowe, Edward Stinton
Ballantine, James	Lydall, John French
Barber, Sydney Vaughan	Maclure, Frederick Cavendish, B.A.
Benwell, Charles Marchant	Marston, Edmund Richard
Blunt, Graham	Maugham, Charles Ormond, B.A.
Bonham-Carter, Walter Henry	Morgan, Ivor Rhys
Brayshaw, Christopher Johnson	Newton, Thomas
Broomhall, Thomas Henry	Peck, Kenrick Eyton
Burton, Harry Edmund	Pemberton, Henry Bertram Oliver
Burn, Roddam William	Pettitt, Charles Henry
Carr, William George	Phillips, Charles Percy, B.A.
Challis, Arthur John	Pope, Ratcliffe
Chapman, Ernest George Cary	Powell, Edward
Chilcott, Hugh Thurston	Price, Henry Fitzhardinge
Chilcott, Richard Herbert	Prichard, Charles Ernest Moreton
Clarke, Robert Frederick	Pyke, Arthur
Clowes, Robert Eller	Quincey, Bertram de Quincey
Cole, Henry	Ramsden, John Bent
Costerton, Percival Sydney	Reed, Henry John Clement
Crockett, Arthur Walcott	Remnant, Percy Waterland
Davis, Thomas Buffen	Rendall, Ernest Montague, B.A., LL.B.
Doria, Francesco	Rhodes, Bernard Clement
Druitt, Melvill	Richards, John Alexander, B.A.
Drummond, Duncan Powys	Rogers, Alexander Elliott
Dutton, John Victor	Scott, Henry Albert
Earl, George Selmes	Shaw, James Longsdon
Eaton, James Stewart	Sheppard, Richard
Eddowes, Herbert Macaulay, B.A.	Sherriff, Herbert Henry
Eyston, Charles Turberville	Smith, Henry Valentine
Firth, Herbert Allan	Smith, John Thomas
Ford, Frederick James Girdleston	Thomasset, Victor
Goodenough, Frederick Craufurd	Thompson, John
Harris, Jonathan Edward	Traill, Henry Fergus
Hart, Henry Thomas	Waddy, William Arthur
Hawks, Herbert Spence, B.A.	Walker, James Herbert
Hewitt, Percy Milford	Walters, Arthur Melmoth, B.A.
Hill, William Thomas	Ward, Alfred Ernest
Ivens, Harry George	Wardle, Frederick Darlington
Jennings, William Edward	Watkins, Henry Horatio
B.A.	Weare, Frank
Jerome, Peter	Whiteford, Walter Robert Hamilton
Jevons, Rowland, B.A.	Williams, John Lloyd Vaughan Seymour
Jones, Daniel	Wix, William Henry Buller
Jones, David David	
Jones, John Wynn Stanier	
Jones-Lloyd, Frederick Probert	

##### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 10th and 11th of January, 1888:—

Addison, Herbert Edward Tasker	Beckingsale, Beauclerc Bennett, B.A.
Ashworth, Richard Radfern	Bell, William Henry
Bentson, David John Michael	Bembow, Oswald Thomas



Benham, William Frederick  
 Bennett, William Herbert  
 Bishop, Frederick William  
 Burton, Harry  
 Butler, Alfred Middleton  
 Cadle, Clement Pearce  
 Calvert, Edwin Montagu  
 Carter, Langham, B.A.  
 Cartmel, George Edward  
 Carver, Thomas, B.A.  
 Catlow, Arthur  
 Cattle, Frederic, B.A.  
 Chetham, Henry  
 Cobban, James McDonald  
 Cook, George William  
 Copnall, Henry Hampton  
 Darbyshire, Benjamin Harvie  
 Darnell, Albert Joseph  
 Davis, Herbert John  
 Dighton, Francis Probyn  
 Dorman, Francis Thomas  
 Dowson, Hubert Arthur  
 Dun, Finlay, B.A.  
 Ellis, Montague  
 Ethelston, Arthur Asaheton, B.A.  
 Evans, Alfred  
 Evans, Peter McIntyre, B.A.  
 Farmer, Charles Edward  
 Fellowes, Evelyn Napier, B.A.  
 Fielders, Richard  
 Fox, Edmund Thomas  
 Freeman, Drury  
 Gray, William Johns, B.A.  
 Greenwood, Ernest Walter  
 Hale, Matthew Henry  
 Harrison, Harold Francis  
 Harrison, Henry Michael Staunton  
 Heath, William  
 Henry, Thomas William  
 Hindle, William Henry  
 Hoare, Charles Henry  
 Hotham, Arthur, B.A.  
 Howard, William John  
 Hudson, Frederick, B.A.  
 Huntley, Frederick Thomas, B.A.  
 Jackson, Reginald Augustus  
 Jackson, Thomas Cathrick  
 Johnson, Henry Chaderton  
 Johnson, John Samuel  
 Joy, George Robert Gordon  
 Keeble, Jasper  
 Keefe, William Edgar  
 Kenrick, William George Kyffyn  
 Kent, Ernest Alfred, B.A.  
 Kershaw, John Buckley  
 Kesteven, Charles Henry  
 Kesteven, John Broughton

Leather, Francis Holdsworth  
 Lewin, Thomas Ellerker  
 Lewis, David Thomas  
 Lilly, Humphrey Choetham  
 Longstaffe, James Ensor Dyer  
 McHugh, Charles William Strong  
 Mackenzie, Kennett  
 MacLeod, Donald John  
 Manning, Edward Laurence  
 March, Herbert  
 Masters, Thomas James Poole  
 Matthews, Walter Hudson  
 May, William, B.A.  
 Mead, James Ernest  
 Melhuish, Alfred Warren  
 Miller, George Munro  
 Mostyn, Charles  
 Myers, Melancthon Thackray  
 Neale, Edward James  
 Neve, Percy Titus  
 Newton, George Daniel  
 Norman, Arthur  
 Norton John William  
 Nutt, George Arthur, B.A.  
 Parkes, James William  
 Peckover, Stephen  
 Perks, George Dodds  
 Perrin, Fred  
 Platt, George Francis, B.A.  
 Powell, Wadham Locke  
 Rayner, Charles Joseph Lee, B.A.  
 Rhodes, Frank Septimus  
 Rogers, Paul Owen  
 Roper, Freeman, B.A.  
 Rotherham, Richard Alexander  
 Row, Charles  
 Shakespeare, Benjamin  
 Sleight, Myles Atkinson  
 Smith, Charles Ewbank  
 Smith, Thomas Henry  
 Stafford, John  
 Stirk, James William Edward  
 Stoughton, John Arnold  
 Taylor, James Henry  
 Trimmer, Charles Henry  
 Unsworth, Alfred  
 Waller, Arthur  
 Warre, Charles Edward  
 Watson, Hugh Angus  
 Williams, Robert Harold  
 Williams, Thomas John, B.A.  
 Williamson, George Samuel  
 Wooding, Benjamin, B.A.  
 Wyatt, Algernon Hugh  
 Yeates, Frederick Willson  
 Young, Archibald Edward

## LEGAL NEWS.

### APPOINTMENTS.

Mr. ARTHUR MOSELEY CHANNELL, Q.C., has been appointed Recorder of the City of Rochester, in succession to Mr. Francis Barrow, resigned. Mr. Channell is the son of the late Mr. Baron Channell, and was born in 1838. He was educated at Harrow, and he was formerly scholar of Trinity College, Cambridge, where he graduated as a wrangler, and also in the second class of the classical tripos in 1861, and he was called to the bar at the Inner Temple in Trinity Term, 1863. He practises on the South-Eastern Circuit. Mr. Channell was for several years a revising barrister, and he became a Queen's Counsel in 1885.

Mr. CHARLES WELLBORNE HALL, solicitor, of Doncaster and Wakefield, has been appointed Registrar of the Doncaster County Court, in succession to Mr. William Edwood Shirley, resigned. Mr. Hall was admitted a solicitor in 1870.

Sir GEORGE WILLIAM MORRISON, solicitor, of Leeds, has been elected President of the Leeds Incorporated Law Society for the ensuing year. Mr. G. Morrison was admitted a solicitor in 1875. He has been for several years town clerk of Leeds, and he received the honour of knighthood in 1885, on the occasion of the Jubilee of Municipal Corporations.

Mr. JOHN EDWARDS HILL, solicitor, of Halifax, has been elected President of the Halifax Law Society for the ensuing year. Mr. Hill was admitted a solicitor in 1854. He is clerk to the Hipperholme Local Board, and deputy-coroner for the Halifax Division of the Honor of Pontefract.

Mr. CHARLES CONAUGHTON MUNRO, solicitor, of 48, Watling-street, has been appointed Clerk to the Whitechapel Commissioners of Baths and Washhouses, in succession to the late Mr. Henry Sadler Mitchell. Mr. Munro was admitted a solicitor in 1884.

Mr. RICHARD MACAULAY THOMAS, solicitor, of Carmarthen, has been appointed Clerk to the Magistrates for that borough. Mr. Thomas was admitted a solicitor in 1882.

Mr. JON GEORGE CALTHROP, solicitor (of the firm of Bonner, Calthrop, & Bonner), of Spalding, has been appointed Clerk to the South Holland Commissioners of Sewers, on the resignation of his partner, Mr. Charles Foster Bonner. Mr. Calthrop is the son of Mr. Joseph Calthrop, of Deeping Fen, Lincolnshire, and was born in 1836. He was educated at St. Paul's School. He was admitted a solicitor in 1859, and he is coroner for the Spalding District of Lincolnshire.

Mr. GEORGE RUTHVEN LE HUNTE, barrister, has been appointed a Member of the Legislative Council of the Leeward Islands. Mr. Le Hunte is the eldest son of Mr. George Le Hunte, of Artramont, Wexford, and was born in 1852. He was educated at Eton and at Trinity College, Cambridge, where he graduated in the second class of the law and history tripos in 1873, and he was called to the bar at Lincoln's-inn in May, 1881. He acted for a short time as Attorney-General of Fiji, and he is now president and treasurer of the Island of Dominica.

Mr. HENRY WALDEMAR LAWRENCE, barrister, has been appointed Sub-Treasurer of the Inner Temple. Mr. Lawrence is the second son of Sir Henry Montgomery Lawrence, Bart., and nephew of the first Lord Lawrence. He was born in 1845, and he was educated at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Easter Term, 1868.

Mr. HEWITT POOLE JELLET, Q.C., has been appointed a Serjeant-at-Law in Ireland, in succession to Mr. Serjeant Madden, who has been appointed Solicitor-General for Ireland. Mr. Serjeant Jellett was called to the bar at Dublin in 1847. He became a Queen's Counsel in 1864, and he was elected a bencher of the King's-inns in 1875. He practises in the Chancery Division.

Mr. CHARLES LIONEL SANDARS, barrister, has been appointed an English Judge of the International Court of First Instance at Alexandria, in succession to the late Mr. John Edward Wallis. Mr. Sandars is the second son of Mr. Thomas Collett Sandars, barrister, and was born in 1853. He was called to the bar at the Inner Temple in November, 1880.

Mr. JOHN WORRELL CARRINGTON, D.C.L., Chief Justice of the Islands of St. Lucia and Tobago, has been created a Companion of the Order of St. Michael and St. George. Chief Justice Carrington is the fourth son of Mr. Nathaniel Worrell Carrington, of Barbadoes, and was born in 1847. He is a D.C.L. of Lincoln College, Oxford, and he was called to the bar at Lincoln's-inn in Trinity Term, 1872. He was Solicitor-General of Barbadoes from 1868 till 1881, when he was appointed Attorney-General, and he was appointed Chief Justice of St. Lucia and Tobago in the following year.

Mr. SAMUEL BROWNLOW GRAY, Attorney-General of Bermuda, has been created a Knight Companion of the Order of St. Michael and St. George. Sir S. B. Gray is the second son of Mr. Benjamin Charles Gray, and was born in 1823. He was called to the bar at Lincoln's-inn in Trinity Term, 1847, and he has been Attorney-General of Bermuda since 1861.

Mr. PATRICK COLL, solicitor, of Dublin, has been appointed Chief Crown Solicitor for Ireland.

Mr. GEORGE HENRY DAVIS, solicitor, of No. 156, Regent-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Davis was admitted in 1879.

Mr. L. W. LEWIS, solicitor, of Walsall, has been appointed Clerk to the Justices of the Petty Sessional Division of Rushall, Staffordshire, in the place of Mr. Samuel Wilkinson, resigned.

### CHANGES IN PARTNERSHIPS. DISSOLUTIONS.

ALFRED HOWARD BURGESS and ERNEST KENRIC WILLIAMS (Burgess & Williams), solicitors, Leicester. Jan. 25.

WILLIAM SWEET, JOHN BEAKES COOPER BURROUGHS, and CHARLES LACY SWEET (Sweet, Burroughs, & Sweet), solicitors, Bristol. Dec. 31.

HENRY WADE and CHARLES SHMA THOMAS (Wade & Thomas), solicitors, Shrewsbury. Dec. 31. [Gazette, Jan. 27.]

### GENERAL.

The annual meeting of the Cardiff Incorporated Law Society was held on the 26th ult. We regret that pressure of matter compels us to hold over a report of the proceedings.

Mr. H. H. Fowler, M.P., has been this week confined to the house with a sudden attack of illness. Though it is not deemed of a serious character, his medical adviser has prohibited him from attending any public meeting for the present.

A Committee of the Judges is stated to have sat on Wednesday at the Royal Courts of Justice, and to have discussed the new circuit arrangements, and some contemplated reductions in the number of the higher officials of the Court.

It is stated that on the 26th ult. an appeal from the decision of the Benchers of the Inner Temple, who refused to call a law student, Mr. Stanbury Eardley, to the Bar, was heard in the Lord Chief Justice's private room at the Royal Courts, before Lord Coleridge, the Master of the Rolls (Lord Esher), Mr. Baron Huddleston, and Justices Denman, Hawkins, Manisty, Wills, and Stirling. The appellant conducted his own case, while the Benchers were represented by Mr. Gully, Q.C., and Mr. Graham. In the end the appeal was dismissed, the decision of the Benchers being upheld.

On the 27th ult. considerable surprise was expressed at the Royal Courts that Sir H. F. Bristowe, Q.C., the Vice-Chancellor of the Palatine Court of Lancaster, who was announced to sit in Queen's Bench Court IV., did not take his seat in court. The learned Vice-Chancellor had been occupying Mr. Justice Stirling's court for nearly a fortnight, hearing a heavy patent case in which the fees to counsel amounted to upwards of 200 guineas a day. Mr. Justice Stirling having returned to his court, it became

necessary to find an empty court on the Queen's Bench side of the building in which the further hearing of the case could be continued. When a court is not being used by the Judge it is frequently let for arbitrations, but the arbitrator is not allowed to sit upon the bench nor to use the Judge's private room. During the time that Vice-Chancellor Bristowe was using Mr. Justice Stirling's court he sat robed on the bench and used the Judge's private room without any question being raised as to his right to enjoy the same privileges and dignity as a Judge of the High Court. On the 27th ult., however, the question was raised in the absence of the Lord Chief Justice, and Vice-Chancellor Bristowe declined to proceed with the hearing of the case unless he sat on the bench and enjoyed the dignity appertaining to his practice as a Judge. Several of the Judges were appealed to, and at length permission was accorded to the learned Vice-Chancellor—who had retired to the Temple—to occupy a seat on the bench, and one of the Lords Justice placed his private room at his disposal for robing. Later in the day the Vice-Chancellor took his seat on the bench and proceeded with the hearing of the case without comment.

At a dinner of the Clothworkers' Company on Wednesday last, Lord Justice Fry, in responding to the toast of "The Bench of England," said that the Bench of England was composed of moderate men, who had no right to hope for popularity and no desire to win it, although they could not be insensible to the good opinion of those among whom they lived. It was a great support to the Bench in the discharge of their duty to know that, although they had to disappoint hopeful suitors and litigants on this hand and on that in the discharge of their duty, yet the discharge of those duties gave satisfaction to their fellow-citizens. He believed it would be 200 years next year since the judges had been placed in the position they now occupied in the Constitution of England. Under the Act passed after the great Revolution of 1688 they were made irremovable by the Crown except on addresses from both Houses of Parliament. During those 200 years no single judge had ever been removed upon an address so presented to the Crown. As far as his knowledge went, no motion for such an address had ever been made by either House of Parliament. The Judges, therefore, were inheritors of great traditions. Whatever times of troubles should come, if ever that spirit of anarchy and lawlessness, which even now was showing here and there its accursed head, should gain greater vigour than at the present moment it possessed, and the foundations of society should be imperilled, he believed they might look to Her Majesty's Judges to do their utmost to administer justice in times of difficulty without partiality, without fear of the frowns or the expectation of favour of minister or mob.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.		APPEAL COURT		APPEAL COURT	
		No. 1.	No. 2.	KAY.	
Mon., Feb. 6	Mr. Gloues	Mr. Pugh	Mr. Godfrey	Mr. Justice	CHITTY.
Tuesday .. 7	Koe	Lavie	Rolt	Beal	Leach
Wednesday .. 8	Carrington	Pugh	Godfrey	Beal	Leach
Thursday .. 9	Jackson	Lavie	Rolt	Beal	Leach
Friday .. 10	Lavie	Pugh	Godfrey	Beal	Leach
Saturday .. 11	Pugh	Lavie	Rolt	Beal	Leach
Mr. Justice NORTH.					
Monday, February .. 6	Mr. Koe	Mr. Jackson	Mr. Ward	Mr. Justice	KEENEWICH.
Tuesday .. 7	Gloues	Carrington	Ward	Mr. Justice	FEMBERTON
Wednesday .. 8	Koe	Jackson	Ward	Mr. Justice	FEMBERTON
Thursday .. 9	Gloues	Carrington	Ward	Mr. Justice	FEMBERTON
Friday .. 10	Koe	Jackson	Ward	Mr. Justice	FEMBERTON
Saturday .. 11	Gloues	Carrington	Ward	Mr. Justice	FEMBERTON

## COURT OF APPEAL.

HILARY SITTINGS, 1888.

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

For Hearing.

1887.

(Continued from p. 192.)

Whitley v Barley app of dft from judgt of Mr Justice Mathew at trial without a jury in Middx Nov 30  
 Godfrey v Lazarus (Q B Crown Side) app of plt from judgt of Baron Pollock & Mr Justice Hawkins on app from County Court Dec 1  
 Gardyne v Corbin & ors app of plt from judgt of Baron Huddleston at trial in Middx (jury discharged) Dec 5  
 Lockhart v Mayor, &c, of St Albans (Q B Crown Side) app of plt from Justices Stephen and A L Smith affirming order of sessions for payment of rate for paving Rutter v Mayor, &c, of St Albans app of plt from the same judgt Dec 6  
 Durrant v The Lowestoft East Coast Mutual Fishing Luggage Insurance Assocn app of plt from judgt of Mr Justice Cave at trial without a jury in Middx Dec 7  
 Swain v Ayres & ors app of dft W M Leck from judgt of Mr Justice Charles at trial without a jury in Middx Dec 7  
 Salsbury v Maciver app of plt from judgt of Mr Justice Denman at trial without a jury in Middx Dec 14  
 Pennington v Ebbets app of dft from judgt of Mr Justice Denman at trial without a jury in Middx Dec 16  
 Charleston v London Trams Co, ld app of plt from Justices Mathew & Charles reversing judgt of Mr Justice Stephen at trial for damage assessed by jury Dec 17  
 Walsh v Whitley & ors (trading, &c) (Q B Crown Side) app of dfts from Justices Wills & Grantham affirming judgt on app from county court Dec 19  
 Guardians of The Medway Union County of Kent v Guardians of the Redminster

Un'on Counties of Bristol & Somerset (Q B Crown Side) app of Medway Guardians from Baron Pollock & Mr Justice Hawkins affirming order on special case stated by sessions as to pauper settlement Dec 19  
 Hardy v Nicholson app of plt from judgt of Mr Justice Day at trial without a jury in Middx Dec 20  
 Bank of British North America v New Brunswick Trading Co of London, ld app of dfts from judgt of Mr Justice Denman at trial without a jury in Middx Dec 21  
 Millican v Sullivan & ors app of dfts from judgt of Mr Justice Manisty at trial in Middx (jury discharged) Dec 21  
 Dean v Bristol & South Wales Ry & Wagon Co, ld app of dfts from judgt of Mr Justice Denman at trial without a jury in Middx Dec 21  
 Marchant, Singer & Co v Edwardson & anr app of pls from judgt of Mr Justice Day at trial without a jury in Middx Dec 22  
 Rooke v Czarnikow app of dft Bidder from judgment of the Lord Chief Justice at trial without a jury in Middx Dec 24  
 The London & County Banking Co, ld, & ors v The London and River Plate Bank, ld app of pls from judgt of Mr Justice Manisty at trial without a jury in Middx Dec 29

1888.

Neville v Baker & Wife app of plt from judgt of Mr Justice Mathew at trial without a jury in Middx Jan 2

### FROM ORDERS MADE ON INTERLOCUTORY MOTIONS IN THE QUEEN'S BENCH DIVISION.

1887.

Magrath, Provost, &c v Reichel app of dft in person from Justices Wills and Grantham directing defence to be struck out—judgt for plt and injunction against continuance in possession of benefice Magrath, Provost, &c v Reichel app of dft in person from Justices Wills & Grantham dismissing app from Baron Pollock in chambers directing part of defence to be struck out Dec 16  
 The Haslam Foundry & Engineering Co, ld v Hall app of dfts from Mr Justice Stephen on app under Patents, &c, Act, 1883, granting certificate that validity of patent in question at trial Dec 17  
 Jowett v Local Board of Idle in the county of York app of pls from Justices Stephen and Charles on app for new trial setting aside verdict and judgment and directing judgt for defendant—action tried on circuit Dec 19  
 Crocker v Banks app of dft from Justices Stephen and Charles refusing new trial—action tried by Mr Justice Grove in Middx Dec 19  
 Oliver v The Kingston upon Hull Dock Co (Q B Crown Side) app of plt from Justices Wills and Grantham setting aside judgt and directing same for dft—liberty for new trial on one point—action tried in County Court at Kingston upon Hull Dec 20  
 The Queen on prosecution of Richard Morley v J King, jun, & the Licensing Justices for Manchester (Q B Crown Side) app of dfts from order of Mr Justice Charles for issue of preceptory mandamus Dec 20 (fixed for Friday, Jan 13, by order)  
 Casaway v Met Board of Works app of plaintiff from Justices Mathew and Charles refusing new trial—action tried by Mr Justice Stephen in Middlesex Dec 20  
 Gas Light & Coke Co v Vestry of St George, Hanover-square app of dfts from Justices Stephen & Charles refusing new trial—action tried by Mr Justice Grove in Middlesex Dec 21  
 Buckwell v Scheyer app of dft from Baron Pollock and Mr Justice Manisty refusing extension of time to apply for new trial—action tried by Mr Justice Grove at Lewes Dec 22  
 In re S R Pollard, a Solor, Expte R Stevens and ors app of R Stevens & ors from Baron Pollock and Mr Justice Hawkins affirming refusal of order for delivery of bill of ocs Dec 23  
 Raydon v Carter app of dft from Justices Stephen & Charles refusing new trial—action tried by Baron Pollock with a jury in Middx Dec 23  
 Thomas S Moyle, judgt creditor John Southall, judgt debtor Jeremiah Skidmore and anr, garnishees app of garnishees from Justices Mathew and A L Smith affirming order of district registrar and judge in chbrs for payment to judgment creditor Dec 23  
 Ship, Hansa Dixon & ors v Owners of ss Hansa app of dfts from judgt of Mr Justice Butt, dated Dec 5, on point of law Dec 24  
 Hance & anr v Harding app of dft from judgt of Baron Huddleston at trial of interpleader issue by settlement trustees against Chief Official Receiver in bankruptcy Dec 28  
 Hutchings & Crossley, ld v Webster app of dft from Justices Stephen & Charles on application for new trial, setting aside verdict and judgt—action tried by Mr Justice Grantham with a jury Dec 28  
 Weldon v Budd & anr app of plt in person from Justices Stephen & Charles refusing new trial—action tried by Mr Justice Denman in Middx Dec 29  
 Fitzgerald v Thompson app of pls from Justices Mathew and Charles refusing new trial—action tried by Mr Justice Day with jury at Carlisle Dec 30  
 A E Edwards v Jno Manger (trading as Ulsterwell Watch Co) & ors (Q B Crown Side) app of dfts from order of Justices Wills & Grantham for new trial—ac'n tried in county court Dec 31

1888.

R & W Paul v The King's Lynn Docks & Ry Co app of dfts from Justices Mathew & A L Smith refusing new trial—action tried by Baron Pollock in Middx Jan 3

## HIGH COURT OF JUSTICE.

### CHANCERY DIVISION.

HILARY SITTINGS.

Causes for Trial or Hearing.

(Set down to Monday, January 2, inclusive.)

(Continued from p. 193.)

Before Mr. Justice KAY.  
 Causes for Trial (with witnesses and without witnesses).  
 Quartermaine v Smith act wits  
 Crowley v Smith act wits  
 Adam v Fortescue act wits  
 Tagart v Boyson act wits  
 In re Drayson Lister v Lister act wits  
 Howard v Sull act  
 In re The Apollinaris Co, ld (Trade Marks 2,076 & 4,122) & Patents, &c, Act mtn  
 In re Same (Trade Marks 6,356, 6,357, & 9,036) & Patents, &c, Act mtn  
 In re Same (Trade Marks 45,086, 45,087) & Patents, &c, Act mtn  
 In re Same (Trade Mark 48,953) & Patents, &c, Act mtn  
 In re Same (Trade Marks 44,218, 4,421, & 4,420) and the oppositions



thereto adj sum set down by order Dec 9  
 In re Same (Trade Mark, 45,591) & Patents, &c, Act adj sums & oppositions thereto  
 In re Same (Trade Mark 45,590) & Patents, &c, Act adj sums & oppositions thereto  
 In re Same (Trade Marks 45,699 & 45,700) & Patents, &c, Act adj sum & oppositions thereto  
 In re Same (Trade Mark 45,589) & Patents, &c, Act adj sum & oppositions thereto  
 In re Same (Trade Mark 4,935) & Patents, &c, Act adj sums and oppositions thereto in General List set down by order 9th Dec  
 In re Drayson Lister v Lister act  
 Blank v Nicholson act wits  
 Kennitt v Warren act & m f j  
 Pyatt v Parsons act wits  
 Raper v Kennett act wits  
 Fanshawe v London & Provincial Dairy Co, ld act wits  
 Lord Tredegar v Pontypriid, &c, Ry Co m f j  
 Roach v Kemp m f j short  
 Parkes v Cater act wits  
 Briggs v Gutteridge & Co act wits  
 Fletcher v L C & D Ry Co act wits  
 In re Russell Lawrence v Bond act  
 Williams v Pawson & Co, ld act wits  
 Clark v Norris m f j

Before Mr. Justice CHITTY.  
 Causes for Trial (with witnesses).  
 Buffalo Bill's Wild West Co v Sanger act  
 Freeman v Bee act  
 Moll v Gaz act  
 Phillips v Townsend act  
 Brown v Clark act  
 Quan v Dore act  
 Keith v Arnot act  
 In re Hon J C Westens, dec Lowe v Countess of Huntingdon act  
 Cunningham v Whittles act  
 Siemens, Bros & Co v Siemens act  
 Patrick v Lord Barwick act  
 Miger v Brumby act  
 Taylor v Specter act  
 Caspar v Giesse D coration Co, ld act  
 Howe v Bezeley act  
 Walhamston Local Bd v Hulbert act  
 Walhamston Local Bd v Staines act  
 F M Allden v Stubbs act  
 M M Allden v Stubbs act

Non-Witness Causes, Adjourned Summons, and Special Cases.  
 In re Segules's otherwise Parker's Trusts Martin v Webb Webb v Martin claim & counter-claim  
 In re J Goddall's Estate Elsmore v Bradbury adj sum (ord 55)  
 Countess de Recheberg v Beeton & anr m f j short  
 Spiel's Patent Petroleum Engine Co, ld v Spiel act  
 Jarvis, Knt v Butler act  
 In re T W Stanfield's Estate Chapman v Stanfield adj sum  
 In re Maughan's Estate Maughan v Richardson adj sum  
 In re Winfield's Estate Higgin v Higgin (claim against estate) adj sum  
 In re Haines, Batchelor & Co, & In re Patent, Designs, &c, Act adj sums  
 National Prov Bk of England, ld v Assam Rys & Tradg Co, ld act  
 Bertie v Ld Notreys adj sums (revrs act)  
 In re London & County Investment Corp, ld claim of House Improvment Asson adj sums  
 In re Charlotte Smith's Estate Wade v Wade adj sums  
 In re J Simpson, dec Simpson v Simpson m f j  
 In re Ward, dec Wilson v Ward m f j  
 In re Wm Adams, a color (Snow's appln) adj sum (anr)  
 In re Abraham's & Furtado's Contract & V & P Act Expte Furtado adj sum  
 In re W Hyatt's Estate Bowles v Gillett adj sum  
 In re Winfield's Estate Higgin v Higgin (Brock's claim) adj sum  
 In re Oriental Bk (Schwabe's claim) adj sums

In re M G Weir's Estate Hollingworth v Willing adj sums  
 Young v Tomlinson adj sums  
 In re Civil Service and General Stores ld Expte cases of Read, Newbery, & Fry adj sum  
 In re Dawber's Trade-Mark Expte McEwan's opposn adj sums  
 In re Same Expte Hill's opposn adj sums  
 In re Same Expte Philpot Johnson & Co's opposn adj sum  
 In re The Oriental Bank Expte J C Allen adj sums  
 In re Richd Flint's Estate Coppock v Vaughan adj sums  
 In re Millington, dec Millington v Martin m f j  
 In re Robt Dickinson's Estate Marquis of Bute v Walker Expte Shipley & Hoyle adj sum  
 Dickinson v Dickinson (Settled Land Act) Expte Shipley & H-yle adj sums  
 In re Henry Berens's Estate Berens v Berens adj sums  
 Kimber, on behalf, &c v Shingleton Ice Co, ld act  
 Stanton v Stanton m f j  
 In re Hull, Barnesley and West Riding Junction Ry Co Galland's claim adj sums  
 In re Same Viger's claim adj sums  
 In re J Powis, dec Powis v Powis Chas Powis's claim adj sum  
 In re A M Killick's Estate In re Harriet Killick's Estate Killick v Elder adj sums (order 55)  
 In re Royal Exchange Shipping Co, ld Expte Dennis, Brown & Co adj sums  
 In re Same Expte Geo Holt & Co adj sums  
 In re Same Expte Off Liquidr adj sum  
 In re Coulson's Settlement Trusts Ellis v Cowell adj sum (title to money)  
 In re C Coulson's Settlement Trusts Cowell v Ellis adj sums administration  
 In re C Coulson's Estate Cowell v Ellis adj sums construction  
 Miller v Miller m f j  
 Fisher v Fisher m f j (short)  
 In re Ferguson's Settlement Ferguson v Emmet adj sums (title to income of Trust Fund)  
 In re Northern London Estates Co, ld Expte Hunt adj sums to remove from contributors  
 In re Edwin Gaunt, a color, and in re Bury's Will Trusts In re Gaunt & Lingard (appln under Solers Act) adj sums (S O by consent)  
 In re C N Newdegate's Estate Newdegate v Rowley adj sums by tenant for life (55)  
 In re Cobbold's Trust Deed Cobbold v Cobbold Expte H C Cobbold adj sums  
 In re Contract between New Windsor Urban Sanitary Authority & T D Bolton V & P Act, 1874 adj sums  
 Hopkinson v Peruvian Guano Co Ex parte plt adj sums for delivery of further interrgs  
 Cole v Saqui & anr act

Before Mr. Justice NORTH.  
 Causes for Trial (without witnesses).  
 Earl of Aylesford v Earl Poulett act  
 In re Spencer Greaves v Greaves adj sums  
 In re Keyworth Bomford v Keyworth adj sums  
 In re Knox Parsons v Smith adj sums  
 In re Field Bowring v Field adj sums  
 Sutton v Deavin & anr act  
 In re Mosley Mosley v Mosley adj sums  
 In re Coleman Henry v Strong adj sums  
 In re Cotton Cotton v Stovin adj sums  
 In re Cotton Stovin v Cotton adj sum  
 In re Randall Randall v Dixon adj sum  
 Hodgson v Reynolds act  
 In re Fleck Colton v Roberts adj sum

In re Beard Simpson v Beard adj sums  
 In re Beall Lake v Simpson adj sum  
 Lillingston v Beverley act & m f j  
 In re Balls Johnson v Balls adj sums  
 In re Davies Davies v Lloyd adj sums  
 In re Graves Owen v Synge adj sums  
 In re Grove Grove v Grove adj sum  
 In re Cooper Beckingdale v Moody adj sums  
 In re Robins Nelson v Robins adj sums  
 In re Paine Paine v Newman adj sums  
 In re Dryden Fergias v Ramsay adj sums  
 In re T Parker Loden v Parker adj sums  
 Oliviant v Johnston adj sums  
 In re Olliphant's Will and the Settled Land Act adj sum  
 In re Countess of Harborough Gorst v Temple-Barrow adj sums  
 In re Gardner Frampton v Gardner adj sums  
 McByrde v Pirie act  
 Cope v Portishead District Water Co act  
 Baker v Baker White v Baker act  
 In re Oliver Townshend v Baxter act  
 Goodden v Coles act  
 Parker v Roberts mtn for judgt  
 In re Brown-Fletcher v Brown special case  
 Binns v Parrack mtn for judgt (short)  
 Bellington v Ward mtn for judgt  
 B-rnard v Western Counties and South Wales Telephone Co ld mtn for judgt (short)

Before Mr. Justice STIRLING.  
 Causes for Trial (with witnesses).  
 Bristol Port Ry & Co v Mayor, &c of Bristol act  
 Adams v Grenier act & m f j  
 Taunton v Scottish Equitable Life Assce Soc act  
 Denman, trustee, &c v Batten act  
 Gardiner v Morgan act  
 Heap v Pickles act  
 Basiye v Cail act  
 Glamorgan Tin Plate Cold v Newbold act  
 Sulymann & Sherboro, &c Co, ld v Harris act  
 Hilton v Tucker act  
 National Thrift Building Soc v Day act  
 Charrington v Williams act  
 Carling & Co v De Beer act  
 Howes v Christian act  
 Luck v Wood act  
 Pickering v Pickering act  
 Harden Star & Co v Lewis Hand Fire, &c Co act  
 Adjourned Summons.  
 In re Commercial Bk of London & Co's Acts  
 In re Mercer Watson v Hodgson  
 In re Paddison Tonge v Paddison  
 In re Benn Benn v Benn  
 In re Wilson Sparke v Wilson

In re Colyer Seelling v Seelling  
 In re Colyer Seelling v Seelling  
 Turner v Dry Docks Corps of Lon ld  
 In re Brvant & May ld & Patent Designs &c Act  
 In re The Palatine Estate Charity and Charitable Trusts Act  
 In re Marquis of Donegall Dimond v Pennington  
 In re Robinson Pinder v Robinson  
 In re Mooradoff Bacra v Burgoin  
 Hazel v Stephenson  
 Stumore v Mont Dore of Bournemouth ld  
 In re The London and Provi Provd Assn ld & Co's Acts  
 In re Wilkins Darrant v Darrant  
 In re Chalk Coombe v Rutland  
 In re The Tergorine Co, ld & Co's Acts  
 In re The Same & Co's Acts  
 In re Saville Watkins v Malcolm  
 In re Blundell Blundell v Blundell  
 In re Japon Stone v Lopell  
 In re The Credit Co, ld & Co's Acts  
 In re Denton Bunting v Denton to come on with mtn  
 In re Fisher Fisher v Fisher  
 In re W Coxam, dec  
 In re Hooton Hooton v Hooton  
 In re Clarke Clarke v Hartley  
 In re Bullock Gardiner v Harris  
 In re Sir R Peel Peel v Peel  
 In re Dean Dean v Hanson  
 In re Worth & Watney & V & P Act  
 Browne v Savages  
 In re Carrick Carrick v Richardson  
 In re the Gt Eastern Syndicate, ld & Co's Acts

Before Mr. Justice KEKEWICH.  
 Causes for Trial (with witnesses).  
 Transferred from Justice CHITTY, NORTH, and STIRLING, for Trial or Hearing only—by Order, dated 4th Nov., 1887.  
 In re Torrington Cole v Wills act  
 Holborn Hill Industrial Co-operative Soc ld v Park act  
 Womble v Kempnace act  
 Williams v Jones act  
 Haywood v Falcon act  
 Gargini v Bongiovanni act  
 Smyth v Adams act  
 Scott v Wills act  
 Hubback v Storer & Sons act  
 Roberts v Sheard act  
 In re Dale Lewis v Powell act  
 Bishop v Eastern & Midlands Ry Co act  
 Ha ling v Marine & Gen Land, &c Co, ld act  
 Green v Norwood Public Hall, &c Co, ld act  
 Williams v Caspar act  
 Leverett v Hamer act  
 Evans v Gibbs act  
 Webb v Jones act  
 Gaulard v Sir Coutts Lindsay & Co, ld act transferred for trial from Kay, J, by order, Dec 6, 1887  
 Coates & Co v Moyle & Son act set down for further trial by order of Court of Appeal, Nov 22, 1887  
 Croft & Co v Rickmansworth Highway Bd act set down for further trial by order of Court of Appeal, Nov 21, 1887

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CENTRAL TRANSVAAL GOLD MINING CO, LIMITED.—Petn for winding up, presented Jan 24, directed to be heard before Stirling, J., on Feb 4. Whitfield, Finsbury pavement, petner in person.  
 DRAMATIC PUBLISHING CO, LIMITED.—By an order made by Kay, J., dated Jan 14, it was ordered that the above company be wound up. Clarke & Co, Lincoln's inn fields, solors for petners.  
 HOME TREASURY WASHING MACHINE CO, LIMITED.—Kay, J., has, by an order dated Dec 19, appointed Arthur Edmund Palmer, 115, Wood st, to be official liquidator.  
 LOWESTOFT STEAM CARRYING AND FISHING CO, LIMITED.—By an order made by North, J., dated Jan 14, it was ordered that the voluntary winding up of the company be continued. Dutols & Co, Pancras lane, agents for Chamberlin & Leach, Great Yarmouth, solors for petners.  
 NEATH AND BRISTOL STEAMSHIP CO, LIMITED.—By an order made by Kekewich, J., dated Jan 18, it was ordered that the company be wound up. Hill & Co, Liverpool, solors for petner.  
 THURSO NEW GAS CO, LIMITED.—Petn for order that winding up of company be continued, presented Jan 27, directed to be heard before Kay, J., on Saturday, Feb 11. Riddale & Son, Gray's inn sq, agents for C. & A. Ridgway, Dewsbury, solors for petners.

## COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

**H. WIGHTMAN & Co. LIMITED.**—By an order made by the Vice-Chancellor, dated Jan 11, it was ordered that the company be wound up. Carruthers, Liverpool, solors for petner

**NATIONAL CONDENSED MILK Co. LIMITED.**—The Vice-Chancellor has fixed Feb 9 at 11.30, at Duchy chambers, 2, Clarence st, Manchester, for the appointment of an official liquidator

## FRIENDLY SOCIETIES DISSOLVED.

**ORLETON SOCIETY OF FRIENDLY BROTHERS,** Maidenhead Inn, Orleton, Hereford. Jan 21

*London Gazette.*—TUESDAY, Jan. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**ABRAHAM TIE PLATE Co. LIMITED.**—By an order made by Chitty, J., dated Jan 21, it was ordered that the voluntary winding up of the company be continued. Clulow, Gracechurch st, agent for Richards & James, Swansea, solors for petner

**EXPORT AGENCY Co. LIMITED.**—By an order made by North, J., dated Jan 14, it was ordered that the voluntary winding up of the company be continued. Hall, Church ct. Old Jewry, solors for petner

**GENERAL GAS HEATING AND LIGHTING APPARATUS Co. LIMITED.**—By an order made by Kay, J., dated Jan 14, it was ordered that the voluntary winding up of the company be continued. Wild & Co. Ironmonger lane, solors for petner

**LONDON OYSTER CULTIVATING Co. LIMITED.**—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to John Peterson, 3, Gresham bldgs, Basinghall st. Wednesday, March 14, at 12, is appointed for hearing and adjudicating upon the debts and claims

**MERINA ADANA CONSTRUCTION Co. LIMITED.**—By an order made by Kay, J., dated Jan 21, it was ordered that the company be wound up. Ashurst & Co. Old Jewry, solors for petners

**MINDO SECURITIES AND INVESTMENT TRUST, LIMITED.**—Stirling, J., has, by an order, dated Dec 21, appointed Francis Drake Leslie, 74, Coleman st, to be official liquidator. Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, March 9 at 12, is appointed for hearing and adjudicating upon the debts and claims

**SOUTH LONDON STEAM LAUNDRIES, LIMITED.**—By an order made by Kay, J., dated Nov 24, it was ordered that the South London Steam Laundries, Limited, be wound up. Mitchell, Cannon st, solors for petner

## COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

**H. WIGHTMAN & Co. LIMITED.**—The Vice-Chancellor has fixed Feb 7, at 11, at 9, Cook st, Liverpool, for the appointment of an official liquidator

**STANMOUNT PRINTING Co. LIMITED.**—Bristowe, V.C., has, by an order, dated Dec 16, appointed Sam Mosley, 104, King st, Manchester, to be official liquidator

## FRIENDLY SOCIETIES DISSOLVED.

**LOCOMOTIVE PROVIDENT SOCIETY,** 39, Park grove, Portway, West Ham, Essex. Jan 28

**UNITED SOCIETY OF IRONMONGERS' FRIENDLY SOCIETY,** 23, Regina rd, Finsbury park. Jan 28

**UNITED TRADE BENEFIT SOCIETY OF LITHOGRAPHIC PRESS AND MACHINE MINDERS,** Cogers' Hall, Bride lane, Fleet st. Jan 30

**UPPERTHORPE SICK AND FUNERAL SOCIETY,** Vine Hotel, Adley st, Sheffield. Jan 28

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Jan 24.

**EDWARDS, DAVID,** Lledrod Upper, Cardigan, Farmer. Feb 13. Jones v Edwards, Kay, J. Roberts, Aberystwith

*London Gazette.*—FRIDAY, Jan 27.

**HOPKINSON, MATTHEW THOMAS,** Woodthorpe, nr Clay Cross (Derby, Gent. Feb 20. Rice v Hopkinson, Kay, J. Gratton, Chesterfield, Derbyshire

**LASLETT, ISAAC WITHERS,** Farnborough, Builder. Feb 27. Caslake v Laslett, North, J. Willett, Bromley

**PEARS, MARGARET,** Hayton, Cumberland. Feb 24. Bird v Hodgson, North, J. Farish, Brompton, Cumberland

**SMITH, SAMUELSON,** Longton, Staffs, China Manufacturer. Feb 16. Dawes v Forester, Chitty, J. Young, Longton

*London Gazette.*—TUESDAY, Jan. 31.

**HEY, THOMAS,** Sherburn, Yorks, Farmer. Feb 29. Hey v Lofthouse, Stirling, J. Perkins, Sherburn

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Jan. 17.

**BATRD, FANNY PERCY,** Brunswick-place, Hove, Brighton. Feb 29. A. F. & R. W. Tweedie, Lincoln's-inn-fields

**BARNES, JAMES MORSEHEAD,** Wickham-road, Beckenham. March 15. Clark, Newcastle-street, Strand

**BOOTH, SARAH,** Hem Manor, Shifnal, Salop. March 1. Carrane, Wellington

**BRIGGS, JOHN,** King st, Blackburn, Tailor. Feb 29. E. & B. Haworth, Blackburn

**BROWN, EDWARD,** Albany villas, West Brighton, Gent Feb 29 Rundle & Hobrow, Coleman st

**COOP, WILLIAM,** Clarendon ter, Haulgh, Lancaster, Iron Merchant. Feb 25. Haslam, Bolton

**CROFT, EDWARD,** Preston, Lancaster, Gent. March 1. Buck & Co, Preston

**CROFT, WILLIAM,** Pontlottyn, Glamorgan, Draper. Feb 6. Morgan, Cardiff

**DEPCKE, JOHN HARE,** Mall rd, Hammersmith, Gent. Feb 6. Marshal, King st, Hammersmith

**DROUSFIELD, RICHARD,** Primrose bank, Oldham, Lancaster, Colliery Proprietor. Feb 13. Booth, Oldham

**HEDGES, GEORGE,** Glasshouse Farm, Bath, Farmer. March 25. Bartlett, Bath

**HIBBETT, LETITIA HAMILTON,** Park st, New Windsor. Feb 20. Long & Co, Windsor

**PONSONBY, LOUIS GEORGE DE HALE,** Terrick, Ellesborough, nr Tring. Feb 15. Ponsonby, Gt George st

**ENGLAND, THOMAS THORNBRE,** Colne, Lancaster, Esq. Feb 28. Hartley, Colne

**FOLKER, JOHN REDLAND,** Barton Mills, Suffolk, Farmer. Feb 11. Odden F Road, Mildenhall, Suffolk

**HANBURY, MARY,** Clifton hill, St John's wood. Feb 15. Chamberlain, Finsbury sq

**HANCOCK, SAMUEL,** Battersea pk rd, Battersea, Builder. March 1. Wilkins, Battersea rise

**JAMES, WILLIAM,** Finchley rd. Feb 20. Richards, Warwick st

**JONES, DANIEL,** Severn rd, Canton, Cardiff, Glamorgan, Surveyor. March 13. Waldron & Son, Cardiff

**KIMPTON, JOHN GEORGE,** West Hallam, Derby, Mining and Civil Engineer. Feb 27. Eddowes, Derby

**MANE, WILLIAM THOMPSON,** Bowmere, Tarporley, Chester, Esq. March 31. Deane, Liverpool

**MORRIS, PHIBBE,** Brunswick cottages, Windsor. March 1. Potter & Co, King st

**NEEDHAM, SAMUEL,** Rushop, Chapel en le Frith, Derby, Esq. Feb 29. Bennett & Co, Chapel en le Frith

**ROBINSON, MARY ANN,** Burnham, otherwise Burnham Market, Norfolk. Feb 7. Kildon & Co, Sunderland

**RODGER, SOPHIA,** Hadlow Castle, Kent. Feb 16. Kearsey & Co, Old Jewry

**SHOESMITH, JOSEPH,** Rooley lane, Bradford, Shopkeeper. March 14. Hutchinson & Son, Bradford

**SMITH, WILLIAM BENJAMIN,** Commercial rd, Landport, Tailor and Outfitter. Feb 11. Hyde, Portsmouth

**STACK-FINNETT, EUGENE FINNETT,** Victoria Hotel, Charing Cross, Gent. Feb 22. Hanbury & Co, New Broad st

**STEARN, WILLIAM,** Sutton ct rd, Chiswick, Gent. Feb 29. Chamberlain, Finsbury sq

**TEPPER, SAMUEL,** Camden, Wilcox County, State of Alabama, United States of America, Gentleman. Feb 15. Stallard & Turner, Bedford row

**TOWNEND, JOSEPH,** Esther place, Todmorden rd, Bacup, Lancaster, Coal Miner. Feb 8. Townend, Bacup

**WALKER, EDWARD FLEETWOOD,** Arundel st, Liverpool, Master Mariner. Feb 21. Lewis & Davies, Liverpool

**WATTS, JOSEPH,** Pott Shrigley, nr Macclesfield, Yeoman. Feb 28. Hand, Macclesfield

**WEBBER, JAMES BARTLETT,** Taunton, Gent. Feb 4. Kite, Taunton

**WILLIAMS, JAMES EDWARD MITCHELL,** Rutland park villas, Perry Hill, Catford, Surgeon. Feb 25. Sankey & Flint, Canterbury

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

**STAMMERERS AND STUTTERERS** should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, Jan. 27.

## RECEIVING ORDERS.

**ABBATT, ROBERT, and TOM ABBATT,** Leeds, Metal Dealers. Leeds. Pet Jan 11. Ord Jan 23

**ALBINO, JOSEPH,** Cheltenham, Tobaccoist. Cheltenham. Pet Jan 25. Ord Jan 25

**ATKINSON-GRIMSHAW, R. N.,** St James's pl, St James's, Gent. High Court. Pet Nov 22. Ord Jan 24

**BENCH, DANIEL,** Christchurch, Brickmaker. Poole. Pet Jan 5. Ord Jan 25

**BREER, THOMAS JORDAN,** Basingstoke, Grocer. Winchester. Pet Jan 24. Ord Jan 24

**CALVE, FREDERICK, R.,** Lewisham High rd, Dairyman. Greenwich. Pet Jan 2. Ord Jan 24

**CARTER, JOHN DAY,** Lowestoft, Suffolk, Organist. Great Yarmouth. Pet Jan 23. Ord Jan 23

**CLAREHOATS, JOHN,** Catford Bridge, Kent, Clerk. Greenwich. Pet Dec 15. Ord Jan 24

**CLAYTON, FREDERICK,** Sheffield, Grocer. Sheffield. Pet Jan 25. Ord Jan 25

**COOPER, JOHN,** Borough High st, Southwark, Licensed Victualler. High Court. Pet Jan 23. Ord Jan 23

**COUSINS, HENRY,** Colchester, Commercial Traveller. Colchester. Pet Jan 23. Ord Jan 23

**COWLEY, PHILIP HEDDEN,** Liverpool, Ship Owner. Liverpool. Pet Jan 10. Ord Jan 23

**CRAWFORD, FRANCIS, jun,** Hilderthorpe, Yorks, Fisherman. Scarborough. Pet Jan 25. Ord Jan 25

**CROSS, HENRY,** Burslem, Photographer. Hanley, Burslem, and Tunstall. Pet Jan 24. Ord Jan 24

**DOBE, VICTOR,** Parkside, Knightsbridge, Laundry Proprietor. High Court. Pet Jan 3. Ord Jan 25

**EADES, ALFRED BENJAMIN,** Bath, Oil Merchant. Bath. Pet Jan 23. Ord Jan 23

**GOOD, HARRY DANIEL,** Dymchurch, Kent, Expenditor. Hastings. Pet Jan 23. Ord Jan 23

**HARRISON, SAM,** Barnsley, Yorks, Confectioner. Barnsley. Pet Jan 23. Ord Jan 23

**HART, JOSEPH SAMUEL,** Waghorn st, Peckham, Fruit Salesman. High Court. Pet Jan 23. Ord Jan 23

**HARVEY, THOMAS, and JAMES JEWKES,** King Swinford, Stafford, Chartermasters. Stourbridge. Pet Jan 23. Ord Jan 23

**HESELTINE, WILLIAM SEAMER,** Oswaldkirk, Yorks, Farmer. Northallerton. Pet Jan 31. Ord Jan 31

**HODGSON, JOHN WILLIAM,** Bradford, Yorks, Joiner. Bradford. Pet Jan 23. Ord Jan 23

**HODGETT, BARTIST,** Amwell st, Clerkenwell, Haberdasher. High Court. Pet Jan 23. Ord Jan 23

**HOSKINGS, ENEAS,** Cardiff, Draper. Cardiff. Pet Jan 13. Ord Jan 19

**INGRAM, GEORGE,** Old st, St Luke's, Stationer. High Court. Pet Jan 23. Ord Jan 23

**JAMES, LOUISA JANE,** Llanfairpwllgwyngyll, Brewer. Bangor. Pet Jan 23. Ord Jan 23

**JOHNSTON, JOHN,** Dalston, Cumberland, Farmer. Carlisle. Pet Jan 23. Ord Jan 23

**JONES, ISMAEL RICHARD,** Chirk, Salop, Grocer. Wrexham. Pet Jan 23. Ord Jan 23

**KENT, RICHARD,** Preston, Sussex, Baker. Brighton. Pet Jan 24. Ord Jan 24

**KING, JOSEPH,** Rudgwick, Sussex, Builder. Brighton. Pet Jan 23. Ord Jan 24

**KIRK, EDWARD WESTWICK, and THOMAS LAWRENCE KIRK,** Nottingham, Clerks. Nottingham. Pet Jan 7. Ord Jan 23

**KNESHAU, WILLIAM,** Old Malton, Yorks, Farmer. Scarborough. Pet Jan 23. Ord Jan 23

**KROGH, RICHARD GOFF,** Newington cres, Newington Butts, Merchant. High Court. Pet Jan 23. Ord Jan 23

**MASON, JOHN,** Bliton, Staffs, Grocer. Wolverhampton. Pet Jan 6. Ord Jan 24



McEwen, KENNETH, Rhyll, Clothier. Bangor. Pet Jan 23. Ord Jan 23  
 McGill, RICHARD, Walsall, Licensed Victualler. Walsall. Pet Jan 24. Ord Jan 24  
 Moore, HORATIO, Gillingham, Kent, Coal Merchant. Rochester. Pet Jan 24. Ord Jan 24  
 Northey, WILLIAM STEVENS, Plymouth, Innkeeper. East Stonehouse. Pet Jan 24. Ord Jan 24  
 PICKERING, JOSEPH WINDLE, Thorpebasset, Yorks, Joiner. Scarborough. Pet Jan 24. Ord Jan 24  
 POTTER, PHILLIP, Newtown, Montgomeryshire, Innkeeper. Newtown. Pet Jan 24. Ord Jan 24  
 REDMAN, GEORGE, Arundel, Sussex, Innkeeper. Brighton. Pet Jan 24. Ord Jan 24  
 RICE, DANIEL, Deepfields, Staffs, out of business. Dudley. Pet Jan 21. Ord Jan 21  
 SELEY, ALBERT EDWARD, Cirencester, Tobaccoconist. Swindon. Pet Jan 23. Ord Jan 23  
 SMITH, SELINA ANN, Fomham St Martin, Suffolk, Farmer. Bury St Edmunds. Pet Dec 24. Ord Jan 25  
 SMITHS, HENRY, Coventry, Watch Manufacturer. Coventry. Pet Jan 23. Ord Jan 23  
 SNOOK, ARTHUR, Bristol, Clerk. Bristol. Pet Jan 23. Ord Jan 23  
 STAINES, WILLIAM, Staines rd, Upper Sunbury, Grocer. Kingston on Thames. Pet Jan 24. Ord Jan 25  
 STURT, WILLIAM, Norwich, Draper. Norwich. Pet Jan 5. Ord Jan 21  
 TAYLOR, JAMES, Warrington, Manager for Sewing Machine Co. Warrington. Pet Jan 23. Ord Jan 23  
 THOMAS, DANIEL, Tredegar, Mon, Builder. Tredegar. Pet Jan 24. Ord Jan 24  
 THOMAS, PHIBBE, Tredegar, Mon, Grocer. Tredegar. Pet Jan 24. Ord Jan 24  
 TOWNLEY, JOHN, Shudehill, Manchester, Provision Merchant. Manchester. Pet Jan 3. Ord Jan 25  
 TOYNBEE, JOHN, Flinton st, Surrey sq, Southwark, Potato Salesman. High Court. Pet Jan 23. Ord Jan 23  
 WASTENBERG, JACOB, Manchester, Garment Manufacturer. Manchester. Pet Jan 25. Ord Jan 25  
 WILKINSON, GEORGE, Shipley, Yorks, Coal Merchant. Bradford. Pet Jan 25. Ord Jan 25  
 WILLIAMS, EVAN, Pwllheli, Carnarvon, Coal Merchant. Bangor. Pet Jan 25. Ord Jan 25  
 WILLIAMS, JOHN, Swansea, Glass Dealer. Swansea. Pet Jan 20. Ord Jan 20  
 WILLIAMS, JOSEPH, Cefnmawr, Denbigh, Collier. Wrexham. Pet Jan 25. Ord Jan 25

## RECEIVING ORDER RESCINDED.

WILSON, JAMES YOUNG, Trump st, Commission Agent. High Court. Ord Jan 7. Rescind Jan 23

## FIRST MEETINGS.

BOARDMAN, HENRY, Hitchin, China Dealer. Feb 3 at 12. Sun Hotel, Hitchin, Hertfordshire  
 BOAST, THOMAS, North Cave, Yorks, Farmer. Feb 7 at 10. Off Rec, Trinity House Lane, Hull  
 BURDETT, WILLIAM, Chertsey st, Guildford, Builder. Feb 3 at 1. Borough and County Hall, Guildford, Surrey  
 CARTER, JOHN DAY, Lowestoft, Organist. Feb 4 at 12.30. Off Rec, 8, King st, Norwich  
 CLEMENTS, WILLIAM HUGH, Bristol, Beerhouse keeper. Feb 15 at 12. Off Rec, Bank Chambers, Bristol  
 COLLEY, JAMES, Heath Town, Staffordshire, Lock Manufacturer. Feb 4 at 11. Off Rec, St Peter's cl, Wolverhampton  
 COLEMAN, HENRY, Colchester, Commercial Traveller. Feb 10 at 10.30. Townhall, Colchester  
 CRESKEY, GEORGE, Jun, New Malton, Yorks, Seesman. Feb 6 at 2. Talbot Hotel, Malton  
 EALIS, ALFRED BENJAMIN, Bath, Oil Merchant. Feb 16 at 12.30. 1, Abbey st, Bath  
 EDMOND, GEORGE, West Malling, Kent, Fruiterer. Feb 4 at 3. Off Rec, Week st, Maidstone  
 ELIAS, DAVID, and JOHN DAVID ELIAS, Bangor, Watchmakers. Feb 6 at 2. Off Rec, Crypt chhrs, Chester  
 FORD, JOHN, Ashborne, Derby, Farm Labourer. Feb 3 at 3. Off Rec, St James's chhrs, Derby  
 FROST, GEORGE (sep estate), Plumstead, Confectioner. Feb 3 at 4. 100, Victoria st, Westminster  
 FROST, GEORGE, and WILLIAM DAVID FROST, Woolwich, Confectioners. Feb 3 at 3. 100, Victoria st, Westminster  
 FROST, WILLIAM DAVID (sep estate), Woolwich, Confectioner. Feb 3 at 4.30. 100, Victoria st, Westminster  
 GRASING, WILLIAM HUGH, Kirkley, Suffolk, Smackowner. Feb 6 at 11.30. Suffolk Hotel, Lowestoft  
 GRAY, JOHN, Newdigate, Surrey, Farmer. Feb 6 at 3. 100, Victoria st, Westminster  
 HARVEY, THOMAS, and JAMES JEWES, Kingswinford, Staffs, Chartermasters. Feb 6 at 1.30. Talbot Hotel, Stourbridge  
 HENNESSEY, JOHN EDMUND, Paston, Norfolk, General Shopkeeper. Feb 4 at 11. Off Rec, 8, King st, Norwich  
 HINGLEY, EBENEZER JAMES, Bradley, nr Bilton, Staffs, Manager of Washer Works. Feb 7 at 11.30. Off Rec, St Peter's close, Wolverhampton  
 HORSLEY, SAMUEL, Liverpool, Licensed Victualler. Feb 7 at 12. Off Rec, 35, Victoria st, Liverpool  
 HUNTER, JOHN EDWARD, Leeds, Painter. Feb 3 at 11. Off Rec, 22, Park row, Leeds  
 JOHN, WILLIAM HENRY, Plymouth, Baker's Assistant. Feb 6 at 3. 13, Frankfort st, Plymouth  
 JOHNSTON, JOHN, Dalston, Cumberland, Farmer. Feb 6 at 1. Off Rec, 34, Fisher st, Carlisle  
 LEWIS, OWEN, and HUGH WILLIAMS, Liverpool, Builders. Feb 7 at 2. Off Rec, 35, Victoria st, Liverpool  
 McKOWN, WILLIAM AUGUSTUS, Fairfield, nr Liverpool, Assistant to Druggists' Sundrymen. Feb 7 at 1. Off Rec, 35, Victoria st, Liverpool  
 MICHAEL, OWEN, and HUGH OWEN MICHAEL, Kirkdale, nr Liverpool, Builders. Feb 7 at 3. Off Rec, 35, Victoria st, Liverpool  
 MOORE, HORATIO, Gillingham, Kent, Coal Merchant. Feb 7 at 11.30. Off Rec, Rochester  
 NODDER, JOHN, Devonport, Carrier. Feb 3 at 1. Royal Hotel, Bristol  
 NORTH, ROGER ARCHIBALD PERCY, Aldershot, Sergeant in 1st Royal Dragoons. Feb 7 at 11. 16 Room, 30 and 31, St Swithin's lane  
 OGLE, ROBERT THOMAS, Kemythorpe, Yorks, Farmer. Feb 6 at 11.30. Talbot Hotel, Malton  
 PATTINSON, JOHN, and JOSEPH PATTINSON, Carnforth, Lancs, Butchers. Feb 6 at 1.45. Station Hotel, Carnforth  
 PICKERING, JOSEPH WINDLE, Thorpebasset, Yorks, Joiner. Feb 6 at 10.30. Talbot Hotel, Malton  
 POTTER, PHILLIP, Newtown, Montgomery, Innkeeper. Feb 7 at 1. Off Rec, Llandudno  
 RICE, DANIEL, Deepfields, Stafford, out of business. Feb 3 at 10. Off Rec, Dudley

SELEY, ALBERT EDWARD, Cirencester, Tobaccoconist. Feb 6 at 11.30. Off Rec, High st, Swindon, Wilts  
 SHAW, WILLIAM, Fulbeck, Lincs, Ropier. Feb 3 at 1. Off Rec, 1, High pavement, Nottingham  
 SNOOK, ARTHUR, Bristol, Clerk. Feb 15 at 12.30. Off Rec, Bank Chambers, Bristol  
 STROUGNELL, AMY, Lymington, Hamps, Schoolmistress. Feb 3 at 12. Off Rec, East st, Southampton  
 STURT, WILLIAM, Norwich, Draper. Feb 4 at 1. Off Rec, 8, King st, Norwich  
 TAYLOR, GEORGE HERBERT, King's Lynn, Baker. Feb 4 at 12. Off Rec, 8, King st, Norwich  
 TURNER, THOMAS GARFITT, Sheffield, Joiner. Feb 6 at 3. Off Rec, Figtree lane, Sheffield  
 VOLK, MAGNUS, Brighton, Engineer. Feb 3 at 12. Off Rec, 4, Pavilion bldg, Brighton  
 WALLER, ALFRED ROBERT, Lowestoft, Grocer. Feb 4 at 11.30. Off Rec, 8, King st, Norwich  
 WARD, SAMUEL EDWIN, Luton, Warehouseman. Feb 6 at 3. Off Rec, Park st, West, Luton, Beds  
 WHITMER, ALFRED, Bootle, Lancs, Clerk. Feb 7 at 10.30. Off Rec, Park st, West, Luton, Beds  
 WILLIAMS, HENRY, Cardiff, Provision Dealer. Feb 10 at 2.30. Off Rec, 29, Queen st, Cardiff  
 WILLIAMS, JOHN, Swansea, Glass Dealer. Feb 3 at 3. Off Rec, 6, Rutland st, Swansea  
 WILKS, URIAH, Sleaford, Lincs, Boot Maker. Feb 9 at 12. Off Rec, 45, High st, Boston  
 WINFIELD, JOHN, Dudley, Worcester, Boot Dealer. Feb 3 at 10.30. Off Rec, Dudley

## ADJUDICATIONS.

BOARDMAN, HENRY, Hitchin, China Dealer. Luton. Pet Jan 18. Ord Jan 24  
 CARTER, JOHN DAY, Lowestoft, Organist. Gt Yarmouth. Pet Jan 23. Ord Jan 23  
 CLAYTON, FREDERICK, Sheffield, Grocer. Sheffield. Pet Jan 25. Ord Jan 25  
 COOPER, JOHN, Borough High st, Southwark, Licensed Victualler. High Court. Pet Jan 23. Ord Jan 23  
 CROSS, HENRY, Burslem, Photographer. Hanley, Burslem, and Tunstall. Pet Jan 24. Ord Jan 24  
 DODD, FRANK, Neescliffe, Salop, Licensed Victualler. Shrewsbury. Pet Jan 19. Ord Jan 23  
 EALIS, ALFRED BENJAMIN, Bath, Oil Merchant. Bath. Pet Jan 23. Ord Jan 23  
 HAINES, JOB, and HENRY KIRBY TOMLINSON, Leicester, Carriers. Leicester. Pet Jan 19. Ord Jan 20  
 HALL, WILLIAM EDMUND BRAND, Hitchin, Gent. High Court. Pet May 17. Ord Jan 23  
 HART, JOSEPH SAMUEL, Waghorn st, Peckham, Fruit Salesman. High Court. Pet Jan 23. Ord Jan 23  
 HENNESSEY, JOHN EDMUND, Paston, Norfolk, General Shop Keeper. Norwich. Pet Jan 21. Ord Jan 25  
 HESSELTINE, WILLIAM SEAMER, Oswaldkirk, Yorks, Farmer. Northallerton. Pet Jan 21. Ord Jan 21  
 HOAR, FRANCIS, Leadenhall st, Timber Merchant. High Court. Pet Oct 28. Ord Jan 23  
 HODGSON, JOHN WILLIAM, Bradford, Joiner. Bradford. Pet Jan 23. Ord Jan 23  
 HORSLEY, SAMUEL, Liverpool, Licensed Victualler. Liverpool. Pet Jan 21. Ord Jan 24  
 HOSKINGS, ENEAS, Cardiff, Draper. Cardiff. Pet Jan 13. Ord Jan 19  
 HOOK, EDGAR MARSHALL, Mare st, Hackney, Poulterer. High Court. Pet Dec 15. Ord Jan 25  
 JOHNSTON, JOHN, Dalston, Cumberland, Farmer. Carlisle. Pet Jan 23. Ord Jan 23  
 JONES, ISMAEL RICHARD, Chirk, Salop, Grocer. Wrexham. Pet Jan 23. Ord Jan 23  
 KIDD, WILLIAM, Liverpool, Licensed Victualler. Liverpool. Pet Dec 15. Ord Jan 23  
 KNEESHAW, WILLIAM, Old Malton, Yorks, Farmer. Scarborough. Pet Jan 23. Ord Jan 23  
 LEON, MARCUS, Grosvenor rd, Pimlico, High Court. Pet July 4. Ord Jan 20  
 MACE, WILLIAM, Birmingham, out of business. Birmingham. Pet Jan 11. Ord Jan 25  
 MOORE, HORATIO, Gillingham, Kent, Coal Merchant. Rochester. Pet Jan 24. Ord Jan 24  
 NORTH, ROGER ARCHIBALD PERCY, Aldershot, Sergeant in Royal Dragoons. Guildford and Godalming. Pet Jan 2. Ord Jan 24  
 NORTH, WILLIAM STEVENS, Plymouth, Innkeeper. East Stonehouse. Pet Jan 24. Ord Jan 25  
 PICKERING, JOSEPH WINDLE, Thorpebasset, Yorks, Joiner. Scarborough. Pet Jan 24. Ord Jan 24  
 REEVES, JAMES, Runfold, Farnham, Farmer. Guildford and Godalming. Pet Jan 14. Ord Jan 21  
 RICE, DANIEL, Deepfields, Staffordshire, out of business. Dudley. Pet Jan 20. Ord Jan 24  
 ROSE, SHEM, Poole, Dorsetshire, Haulier. Poole. Pet Jan 7. Ord Jan 23  
 SELEY, ALBERT EDWARD, Cirencester, Tobaccoconist. Swindon. Pet Jan 20. Ord Jan 23  
 SELF, SIMPSON HELMS, Knaresborough, Gardener. York. Pet Jan 21. Ord Jan 21  
 SMITHS, HENRY, Coventry, Watch Manufacturer. Coventry. Pet Jan 21. Ord Jan 25  
 SNOW, WILLIAM, Hanley, Builder. Hanley, Burslem, and Tunstall. Pet Jan 5. Ord Jan 24  
 STURT, WILLIAM, Norwich, Draper. Norwich. Pet Jan 4. Ord Jan 25  
 TEMPLE, CHARLOTTE, Plymouth, Widow. East Stonehouse. Pet Dec 13. Ord Jan 24  
 THOMAS, PHIBBE, Tredegar, Mon, Grocer. Tredegar. Pet Jan 23. Ord Jan 24  
 TOLSON, ROGER FLEMING, Manchester, Architect. Manchester. Pet Dec 2. Ord Jan 23  
 TOYNBEE, JOHN, Flinton st, Surrey sq, Potato Salesman. High Court. Pet Jan 23. Ord Jan 23  
 TUCKER, WILLIAM, Albion ter, Dalston, Pastrycook. High Court. Pet Dec 15. Ord Jan 24  
 TURNER, JAMES, Golden sq, Kennington, Solicitor. High Court. Pet Nov 19. Ord Jan 23  
 WASTENBERG, JACOB, Manchester, Garment Manufacturer. Manchester. Pet Jan 25. Ord Jan 25  
 WHITMER, ALFRED, Bootle, Lancashire, Clerk. Luton. Pet Jan 13. Ord Jan 24  
 WILLIAMS, EVAN, Pwllheli, Carnarvonshire, Coal Merchant. Bangor. Pet Jan 23. Ord Jan 25  
 WILKINSON, GEORGE, Shipley, Coal Merchant. Bradford. Pet Jan 24. Ord Jan 25  
 WILLIAMS, JOSEPH, Cefnmawr, Denbighshire, Collier. Wrexham. Pet Jan 24. Ord Jan 25  
 WILLIAMS, JOHN, Swansea, Glass Dealer. Swansea. Pet Jan 20. Ord Jan 20

WOOD, G. T., Miles lane. High Court. Pet Aug 2. Ord Jan 23

# ADJUDICATION ANNULLED.

WHITWAY, ROBERT, Liverpool, Cab Proprietor. Liverpool. Adjud June 2.

Annul Jan 20

London Gazette.—TUESDAY, Jan. 31.

# RECEIVING ORDERS.

**BARBER, WILLIAM**, Northampton, House Agent. Northampton. Pet Jan 24. Ord Jan 24

**BELL, JOHN**, Victoria Dock rd, Essex, Ironmonger. High Court. Pet Jan 28. Ord Jan 28

**BIRNS, JOHN**, Bradford, Yorks, Blacksmith. Bradford. Pet Jan 26. Ord Jan 26

**BOUTLE, DANIEL**, Swaffham Prior, Cambs, Farmer. Cambridge. Pet Jan 13. Ord Jan 26

**BOXELL, NATHAN**, Brighton, Gent. Brighton. Pet Jan 27. Ord Jan 27

**CASELBERG, ANNE**, Bristol, Outfitter. Tredegar. Pet Jan 28. Ord Jan 28

**COATES, JOHN**, Kingston upon Hull, Mast Maker. Kingston upon Hull. Pet Jan 28. Ord Jan 28

**CONDY, GEORGE**, Knox rd, Clapham Junction. Wandsworth. Pet Jan 9. Ord Jan 26

**DEMPTSTER, ROBERT DUNCAN**, Grendon Bishop, Hereford, no occupation. Worcester. Pet Jan 28. Ord Jan 28

**DOWNNEY, WILLIAM**, Goldhawk rd, Shepherd's Bush, Boot Dealer. High Court. Pet Dec 27. Ord Jan 26

**ELLIOTT, WILLIAM**, Hemland, Hereford, Farmer. Hereford. Pet Jan 28. Ord Jan 28

**EMANUEL, ALFRED B.**, Union ct, Old Broad st, Newspaper Agent. High Court. Pet Jan 5. Ord Jan 28

**EWINGS, AGNES**, St Thomas the Apostle, Devon, Farmer. Exeter. Pet Jan 26. Ord Jan 26

**GARRETT, WILLIAM**, Tredington, Worcestershire, Farmer. Banbury. Pet Jan 27. Ord Jan 27

**GATER, HANLEY, jun.**, Fenny Stratford, Bucks, Publican. Northampton. Pet Jan 26. Ord Jan 26

**GILL, EMMA**, Kingston on Hull, Lodging house Keeper. Kingston on Hull. Pet Jan 27. Ord Jan 27

**GOTORED, WILLIAM CHARRB**, Isle of Ely, Farmer. Cambridge. Pet Jan 28. Ord Jan 28

**GRANT, WILLIAM**, Great Grimsby, House Furnisher. Great Grimsby. Pet Jan 14. Ord Jan 26

**HENDERSON, WILLIAM**, Bolton, Lancs, Confectioner. Bolton. Pet Jan 28. Ord Jan 28

**HOCKADAY, THOMAS**, Park rd, Dulwich, Builder. High Court. Pet Jan 28. Ord Jan 28

**HUISE, CHARLES JOSEPH**, Vale rd, Balham, Costume Maker. High Court. Pet Jan 27. Ord Jan 27

**IRELAND, BENJAMIN**, Birmingham, Grocer. Birmingham. Pet Jan 27. Ord Jan 27

**IVINE, THOMAS**, Long Compton, Warwickshire, Baker. Oxford. Pet Jan 28. Ord Jan 28

**JENNINGS, THOMAS**, Liverpool, Grocer. Liverpool. Pet Jan 26. Ord Jan 26

**JONES, AMOS**, Avenill rd, Highbury, Builder. High Court. Pet Jan 26. Ord Jan 26

**LAYTON, FREDERIC SMITH**, Shirland rd, Paddington, no occupation. High Court. Pet Jan 27. Ord Jan 27

**LAYTON, WILLIAM**, Old Kent rd, Boot Manufacturer. High Court. Pet Jan 27. Ord Jan 27

**MURRAY, WILLIAM DAVID WRIGHT**, Bristol, Tailor. Bristol. Pet Jan 26. Ord Jan 26

**NORLE, GEORGE**, Trafford, Cheshire, Innkeeper. Chester. Pet Jan 14. Ord Jan 28

**NORMAN, DENNIS**, Ampthill, Beds, Saddler. Bedford. Pet Jan 27. Ord Jan 27

**PIKE, CLEMENT**, Wandsworth rd, Hosier. High Court. Pet Jan 23. Ord Jan 27

**RANDRELLS, WILLIAM TOM**, Coventry, Licensed Victualler. Coventry. Pet Jan 28. Ord Jan 28

**REED, JOHN**, Liverpool, Bootmaker. Liverpool. Pet Jan 25. Ord Jan 28

**RICHMOND, THOMAS**, Plumpton, Yorks, Farmer. York. Pet Jan 14. Ord Jan 27

**ROBINSON, EDWARD**, Wardle, nr Rochdale, Finisher of Woollen Goods. Oldham. Pet Jan 28. Ord Jan 28

**RUTHERFORD, SAMUEL**, Cadroxton juxta Barry, Glamorganshire, Pawnbroker. Cardiff. Pet Jan 26. Ord Jan 26

**SADLES, THOMAS**, South st, Dorking, Bootmaker. Croydon. Pet Jan 28. Ord Jan 28

**SEMS, HENRY**, Trowbridge, Wilts, Music Seller. Bath. Pet Jan 28. Ord Jan 28

**SMALLWOOD, PHILIP**, Bloxwich, Staffordshire, Draper. Walsall. Pet Jan 27. Ord Jan 27

**SMITH, TOM**, Coventry, Machinist. Coventry. Pet Jan 26. Ord Jan 26

**SQUIRES, CYRUS**, Walsall, Musical Instrument Dealer. Walsall. Pet Jan 27. Ord Jan 27

**THOMAS, DAVID**, Tregaron, Cardiganshire, Grocer. Carmarthen. Pet Jan 28. Ord Jan 28

**THOMPSON, JOSEPH DAWSON**, Oakthorpe, Derbyshire, Farmer. Burton on Trent. Pet Jan 26. Ord Jan 26

**THORNTON, JOSEPH**, Guide Post, Northumberland, Draper. Newcastle on Tyne. Pet Jan 12. Ord Jan 26

**WALLER, ALFRED**, Battersea park rd, Provision Dealer. Wandsworth. Pet Dec 29. Ord Jan 26

**WEBSTER, JAMES**, Kingston upon Hull, Milk Dealer. Kingston upon Hull. Pet Jan 28. Ord Jan 28

**WHARFE, PICKLES**, Northwam, nr Halifax, Farmer. Halifax. Pet Jan 28. Ord Jan 28

**WILLIAMS, ELIAS**, Llangafelach rd, nr Swansea, Provision Dealer. Swansea. Pet Jan 26. Ord Jan 26

**WORMALL, SAMUEL**, Bury St Edmunds, Innkeeper. Bury St Edmunds. Pet Jan 26. Ord Jan 26

The following amended notice is substituted for that published in the London Gazette of Dec 27.

**PALMER, JAMES**, Maryport, Cumberland, Fish Merchant. Cockermouth and Workington. Pet Dec 23. Ord Dec 22

The following amended notice is substituted for that published in the London Gazette of Jan 27.

**KASTENBERG, JACOB**, Manchester, Garment Manufacturer. Manchester. Pet Jan 25. Ord Jan 25

# FIRST MEETINGS.

**ALBINO, JOSEPH**, Cheltenham, Tobaccoist. Feb 7 at 4.15. County Court Cheltenham

**ALDERSON, GEORGE**, West Hartlepool, Superintendent of Works. Feb 7 at 4.45. Royal Hotel, West Hartlepool

**BADDLEY, HORACE**, Arlington st, Islington, Builder. Feb 10 at 2.30. 33, Carey st, Lincoln's inn

**BEESTY, J. W.**, Old Cavendish st, Oxford st. Feb 10 at 12. 33, Carey st, Lincoln's inn

**BENCE, DANIEL**, Bransgore, Hampshire, Brickmaker. Feb 8 at 12.45. Off Rec, Salisbury

**BERTRAM, CHARLES**, Anthony St Jacobs, Cornwall, Gent. Feb 10 at 11. 15, Frankfort st, Plymouth

**BLACKMORE, WILLIAM HENRY**, Bermoudsey st, Southwark, Tanner. Feb 7 at 12. Bankruptcy bldgs, Lincoln's inn

**BREEZE, THOMAS JORDAN**, Basingstoke, Grocer. Feb 7 at 2. Off Rec, 4, East st, Southampton

**BREIGGS, GEORGE**, Cardiff, Confectioner. Feb 11 at 11. Off Rec, 29, Queen st, Cardiff

**CADDICK, WILLIAM**, Blaina, Mon, Builder. Feb 8 at 12. Off Rec, Merthyr Tydfil

**COLEMAN, WILLIAM PARKER**, Boundary rd, St John's Wood, Licensed Victualler. Feb 7 at 2.30. 33, Carey st, Lincoln's inn

**COURTENAY, Hon Lord EDWARD BALDWIN**, Powderham Castle, Devon. Feb 7 at 11. 33, Carey st, Lincoln's inn

**CROSS, HENRY**, Burslem, Photographer. Feb 13 at 12. Off Rec, Newcastle under Lyme

**DANIEL, GEORGE**, Jermyth st, St James', Tailor. Feb 8 at 2.30. Bankruptcy bldgs, Lincoln's inn

**DEMPTSTER, ROBERT DUNCAN**, Grendon Bishop, Hereford, no occupation. Feb 11 at 11. Off Rec, Worcester

**DEURY, W. T.**, Folkestone, Boot Manufacturer. Feb 8 at 12. Bankruptcy bldgs, Lincoln's inn

**EWINGS, AGNES**, St Thomas the Apostle, Devon, Farmer. Feb 8 at 11. Castle of Exeter, Exeter

**FITCH, WILLIAM**, Mare st, Hackney, Watchmaker. Feb 7 at 12. 33, Carey st, Lincoln's inn

**GREEN, GREEN ARTHUR**, Commercial st, Whitechapel, Grocer. Feb 8 at 11. Bankruptcy bldgs, Lincoln's inn

**HARRISON, SAM**, Barnsley, Yorks, Confectioner. Feb 10 at 11.30. Off Rec, 3, Back Regent st, Barnsley

**HESELTINE, WILLIAM SEAMES**, Oswaldkirk, Yorks, Farmer. Feb 10 at 12. Station Hotel, York

**HILL, GEORGE HENRY**, Winchester st, Pentonville, Builder. Feb 9 at 12. 33, Carey st, Lincoln's inn

**HODGSON, JOHN WILLIAM**, Bradford, Yorks, Joiner. Feb 7 at 11. Off Rec, 31 Manor row, Bradford

**ISAACS, ELIUS**, Northampton, Cabinet Maker. Feb 13 at 2. County Court Northampton

**KASTENBERG, JACOB**, Manchester, Waterproof Maker. Feb 7 at 12. Off Rec, Ogden's chmbs, Bridge st, Manchester

**KENT, RICHARD**, Preston, Sussex, Baker. Feb 8 at 12. Off Rec, 4, Pavilion bldgs, Brighton

**KNOFFEL, KATHLEEN MIDDLETON FRANCES**, West st, St Martin's lane, Licensed Victualler. Feb 9 at 11. 33, Carey st, Lincoln's inn

**LOUGHTON, JOHN, sen**, Birmingham, out of business. Feb 8 at 11. 25, Colmore row, Birmingham

**MANICO, EDWARD CALLEY**, Perryn rd, Acton, Outlier. Feb 8 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

**MARTIN, FREDERICK**, Cardiff, Builder. Feb 11 at 12. Off Rec, 29, Queen st, Cardiff

**MCGILL, RICHARD**, Walsall, Licensed Victualler. Feb 9 at 11.30. Off Rec, Walsall

**MONDAY, EDWARD STANDEN**, Kidderminster, Baker. Feb 7 at 2.15. Miller Corbet, color, Kidderminster

**MURRAY WILLIAM DAVID WRIGHT**, Bristol, Tailor. Feb 15 at 1. Off Rec, Bark chmbs, Bristol

**MUSGRAVE, JOHN WILLIAM**, and **SAMUEL MUSGRAVE**, Leeds, Provision Merchants. Feb 8 at 2. Off Rec, 35, Victoria st, Liverpool

**NORTHBY, WILLIAM STEVENS**, Plymouth, Innkeeper. Feb 10 at 3. 18, Frankfort st, Plymouth

**REDMAN, GEORGE**, Arundel, Sussex, Licensed Victualler. Feb 7 at 2. Norfolk Hotel, Arundel

**RICHMOND, THOMAS**, Plumpton, Yorks, Farmer. Feb 10 at 12.30. Off Rec, York

**ROBERTS, THOMAS**, Bralsby Wood Farm, nr Summerbridge, Yorks, Farmer. Feb 10 at 4.5. Prospect Hotel, Harrogate

**ROBINSON, EDWARD**, Wardle, nr Rochdale, Finisher of Woollen Goods. Feb 10 at 2.30. Townhall, Rochdale

**SNOW, WILLIAM**, Hanley, Builder. Feb 13 at 3. Off Rec, Newcastle under Lyme

**THORNTON, JOSEPH**, Guide Post, Northumberland, Draper. Feb 9 at 2.30. Off Rec, Pink lane, Newcastle on Tyne

**TOWSELEY, JOHN**, Manchester, Provision Merchant. Feb 9 at 12. Off Rec, Ogden's chmbs, Bridge street, Manchester

**WALLIS, GEORGE SAMUEL**, Bradford, Yorks, Stuff Manufacturer. Feb 6 at 11. Off Rec, 31, Manor row, Bradford

**WILLIAMS, ELIAS**, Llangafelach rd, nr Swansea, Provision Dealer. Feb 7 at 12. Off Rec, 6, Rutland st, Swansea

**WORMALL, SAMUEL**, Bury St Edmunds, Innkeeper. Feb 7 at 12. Guildhall, Bury St Edmunds

The following amended notice is substituted for that published in the London Gazette of Jan. 20.

**ALEXANDER, T.**, Bollingbroke grove, Wandsworth Common. Feb 7 at 3. 109, Victoria st, Westminster

The following amended notice is substituted for that published in the London Gazette of Jan. 24.

**HILTON, WILLIAM**, Whitefield, nr Manchester, Chemist. Feb 8 at 11.30. 16, Wood st, Bolton

# ADJUDICATIONS.

**BARBER, WILLIAM**, Northampton, House Agent. Northampton. Pet Jan 24. Ord Jan 24

**BIRNS, JOHN**, Bradford, Yorks, Blacksmith. Bradford. Pet Jan 26. Ord Jan 26

**BREEZE, THOMAS JORDAN**, Basingstoke, Grocer. Winchester. Pet Jan 24. Ord Jan 27

**BURKE, THOMAS FITZMAURICE**, Strand. High Court. Pet Dec 8. Ord Jan 26

**CASELBERG, ANNE**, Blaina, Monmouthshire, Outfitter. Tredegar. Pet Jan 27. Ord Jan 28

**CLEMENTS, WILLIAM HUGH**, Bristol, Beerhouse Keeper. Bristol. Pet Jan 20. Ord Jan 26

**COATES, JOHN**, Kingston upon Hull, Mast Maker. Kingston upon Hull. Pet Jan 28. Ord Jan 28

**CRAWFORD, FRANCIS, jun.**, Hilderthorpe, Yorks, Fisherman. Scarborough. Pet Jan 25. Ord Jan 27

**CRUICKSHANK, JAMES FREDERICK**, and **GEORGE WRIGHT GASS**, Liverpool, Merchants. Liverpool. Pet Nov 18. Ord Jan 25

**DAVEY, JOHN**, Barnstaple, Builder. Barnstaple. Pet Jan 2. Ord Jan 28

**DEMPTSTER, ROBERT DUNCAN**, Grendon Bishop, Herefordshire, no occupation. Worcester. Pet Jan 28. Ord Jan 28

**DOWNNEY, WILLIAM**, Goldhawk rd, Shepherd's Bush, Boot Dealer. High Court. Pet Dec 27. Ord Jan 26

**ELLIOTT, WILLIAM**, Hemland, Herefordshire, Farmer. Hereford. Pet Jan 28. Ord Jan 28

**EWINGS, AGNES**, St Thomas the Apostle, Devon, Farmer. Exeter. Pet Jan 26. Ord Jan 26

**GATES, HANLEY, the younger**, Fenny Stratford, Buckinghamshire, Publican. Northampton. Pet Jan 26. Ord Jan 26

**GILL, EMMA**, Kingston upon Hull, Lodging house Keeper. Kingston upon Hull. Pet Jan 27. Ord Jan 27



Fire Premiums	000	000	000	000	\$582,000
Life Premiums	000	000	000	000	198,000
Interest..	000	000	000	000	13,000
<b>Accumulated Funds</b>	..	..	..	..	<b>\$3,297,000</b>

## SALE DAYS FOR THE YEAR 1888.

**MESSESS. FAREBROTHER, ELLIS, CLARK, & CO.** beg to announce that the following days have been fixed for their SALES during the year 1888, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:-

Thurs. Feb 9	Wed. May 16	Wed. Aug 23
Wed. Feb 22	Thurs. May 31	Wed. Sept 5
Wed. Mar 7	Wed. June 6	Wed. Sept 19
Wed. Mar 14	Wed. June 20	Thurs. Sept 27
Wed. Mar 21	Thurs. June 28	Thurs. Oct 4
Wed. Mar 28	Wed. July 4	Wed. Oct 17
Thurs. Apr 11	Wed. July 11	Wed. Oct 31
Thurs. Apr 19	Wed. July 18	Wed. Nov 7
Thurs. Apr 26	Thurs. July 28	Thurs. Nov 22
Wed. May 2	Thurs. Aug 9	Wed. Dec 13
Wed. May 9	Wed. Aug 16	

Other appointments for intermediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, and which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple Bar, and 18, Old Broad-street, E.C.

## LINCOLN'S INN FIELDS.

No. 7, Great Queen-street.—Valuable Freehold Shop and Premises, prominently situated in this business thoroughfare, comprising basement warehouse, ground-floor shop, and warehouses at rear, and three upper floors, let to a responsible tenant on lease, at the clear rent of £140 per annum.

**MESSESS. FAREBROTHER, ELLIS, CLARK, & CO.** are instructed to SELL by AUCTION, at the MART, E.C., on WEDNESDAY, 22nd FEBRUARY, 1888, at TWO o'clock, the above eligible FREEHOLD INVESTMENT.

Particulars of Messrs. F. Wickings Smith & Son, Solicitors, 23, Lincoln's Inn Fields, W.C.; at the Mart; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple Bar, and 18, Old Broad-street, E.C.

## CITY FREEHOLD.

For Investment or Occupation.—Substantial Business Premises, occupying an important position within a few doors of Cheapside, let on lease expiring Lady-day next to a first-class firm at £120 per annum, when vacant possession can be had, or arrangements made for reletting at remunerative rentals.

**MESSESS. FAREBROTHER, ELLIS, CLARK, & CO.** will SELL by AUCTION, at the MART, E.C., on WEDNESDAY, the 22nd FEBRUARY, 1888, at TWO o'clock precisely, the valuable CITY FREEHOLD, No. 7, Lawrence-lane, about midway between Cheapside and Gresham-street, and admirably adapted for any wholesale or retail trade requiring a central position. The property comprises a substantial modern building, possessing a frontage of nearly 20 feet, and containing on the ground floor an excellent shop or warehouse and four exceedingly well-lighted floors, having a distinct entrance, judiciously planned for subletting as offices or warehouses; also a dry basement with goods entrance from pavement and ample lavatory accommodation.

Particulars, with plans and conditions of sale, may be obtained of Messrs. B. Fisher & Hodges, Solicitors, Newgate, Salop; at the Mart; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple Bar, and 18, Old Broad-street, E.C.

## CITY OF LONDON.

By order of the Mortgagee.—Lombard-street.—St. Michael's-hall, a building of palatial character, situated in George-yard, in the very heart of the great banking centre enclosed by Lombard-street, Cornhill, and Gracechurch-street, all of which important thoroughfares are within a few yards. Possessing a frontage to George-yard of 50 ft., it covers an area of about 4,400 ft., a considerable portion of which is freehold, the remainder being held upon lease for terms, of which about 74 and 38 years are unexpired, subject only to very moderate ground-rents. The property, until lately occupied by the City Conservative Club, was built almost regardless of cost some 15 years ago and is a striking feature in City architecture, the front elevation being of stone and polished granite in the classic style, while the interior is constructed and finished with a lavish expenditure, rendering it a distinctive example of architectural art. The main building comprises three floors of unusually spacious and lofty rooms, approached by a very handsome grand staircase, while the rear portion of the premises, to which there is a separate entrance from Bell-yard, contains five floors, the basement including some good offices, and capital cellars extend under the whole. Although primarily intended for a club, the premises are eminently suited to the requirements of any large commercial undertaking, more especially for a bank or insurance office, and it is also, owing to the dimensions of the principal rooms, well adapted for letting for meetings of public companies, for which the accommodation in the City is very limited.

**MESSESS. FAREBROTHER, ELLIS, CLARK, & CO.** have received instructions to SELL by AUCTION, at the MART, on WEDNESDAY, 22nd FEBRUARY, 1888, at TWO o'clock, the above very important PROPERTY, offering to capitalists and others a most valuable and improving investment. For particulars, plans, and conditions of sale apply

to Messrs. Hollams, Son, & Coward, Solicitors, Mining-lane, E.C.; at the Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple Bar, and 18, Old Broad-street, E.C.

## SALES BY AUCTION FOR THE YEAR 1888.

**MESSESS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:-

Tues., Feb 7	Tues., May 8	Tues., July 31
Tues., Feb 21	Tues., May 15	Tues., Aug 7
Tues., March 6	Tues., May 22	Tues., Aug 14
Tues., March 13	Tues., June 5	Tues., Aug 21
Tues., March 20	Tues., June 12	Tues., Aug 28
Tues., March 27	Tues., June 19	Tues., Oct 9
Tues., April 10	Tues., June 26	Tues., Oct 23
Tues., April 17	Tues., July 3	Tues., Nov 6
Tues., April 24	Tues., July 10	Tues., Nov 20
Tues., May 1	Tues., July 17	Tues., Dec 11
	Tues., July 24	

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,603.

**MESSESS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S** LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for three stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Tuesday, February 23.—Sale of valuable City Investments.

**MESSESS. JONES, LANG, & CO.** will OFFER for SALE by AUCTION, on TUESDAY, FEBRUARY 23, at TWO o'clock, at the MART, E.C., the following valuable CITY FREEHOLD, viz:-

No. 9, BEVIS-MARKS, St. Mary-Axe.—A modern Property, let on lease to W. Flatau, Esq., for seven years from Michaelmas, 1886, at £220 per annum.

No. 53, ST. MARY-AXE.—A modern Property, let on lease for seven years to J. W. Janssen, Esq., at £190 per annum.

No. 54, ST. MARY-AXE, corner of Bevis-marks.—A prominently-placed Property, let on lease, at rents rising to £475 per annum, to G. Imeson, Esq., for seven, 14, 21 years, from Michaelmas, 1887. Particulars of sale of Messrs. Spyer & Son, Solicitors, 63, New Broad-street, E.C.; and of the Auctioneers, A. King-street, Cheapside, and 101, Leadenhall-street, E.C.

**SMALL ADVOWSON, wanted to Purchase;** immediate or early possession.—Address, RECTOR, Mr. Eland's Library, Exeter.

**BARRISTERS and Others Seeking CHAMBERS** close to the Law Courts.—A splendid Suite of two, three, or five rooms to be let, in a fine Building quite near the Law Courts, and adjoining the Chancery-lane Safe Deposit. Lighted by electric light and every convenience; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

**OFFICES to be LET.**—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

**OFFICES and CHAMBERS.**—Lofty and Well-lighted Offices and Chambers to be let at Lonsdale Chambers, No. 37, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. LAUNDY & Co., Chartered Accountants, on the premises.

**10 SOLICITORS.**—Convenient Offices to let on First Floor in Mark-lane (with or without use of clerks).—Apply to G. L. L., Solicitor, 72, Mark-lane, E.C.

**MESSESS. JOHNSON & DYMOND** beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses. Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 28 and 29, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

Telephone No. 1,600. Telegraphic address, "Akaber, London."—Sales for the Year 1888.

**MESSESS. BAKER & SONS** beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the Mart, Tokenhouse-yard, E.C., as follows:-

Friday, Feb 10	Friday, May 18	Friday, Aug 24
Friday, Feb 24	Friday, May 25	Friday, Sept 7
Friday, Mar 7	Friday, June 8	Friday, Sept 21
Friday, Mar 20	Friday, June 22	Friday, Oct 12
Friday, Mar 27	Friday, June 29	Friday, Oct 26
Friday, Apr 13	Friday, July 13	Friday, Nov 16
Friday, Apr 27	Friday, July 20	Friday, Nov 30
Friday, May 4	Friday, Aug 3	Friday, Dec 14
Friday, May 11		

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C.

## HIGH BARNET, GOSWELL ROAD, and WIMBLEDON.

**MESSESS. BAKER & SONS** will SELL by AUCTION the following PROPERTIES:-

At the Mart, on Friday Next, Feb. 10, at 2: HIGH BARNET, Herts.—At a nominal reserve.—Freehold corner Premises, known as the Corn Exchange, in the centre of the town, five minutes from High Barnet Station, occupying an area of nearly half an acre, and well adapted for trade purposes, as hotel, town hall, or public institution. Estimated rental value £140 per annum. With possession.—Vendor's Solicitors, Messrs. Hallett, Creery, & Co., Ashford, Kent.

GOSWELL ROAD (No. 250).—Commanding Business Premises, comprising spacious shop and counting-house, two workshops, four rooms, and kitchen. Freehold, town hall, or public institution. Estimated rental value £100 per annum. Low ground-rent.—Vendor's Solicitors, Messrs. Eldred & Bignold, 11, Queen Victoria-street, E.E.

WIMBLEDON.—(Unless previously sold privately). The valuable Property and going concern, known as the Wimbeldon Brewery, having a five-quarter plant, with brewer's office, malt and hop lofts, boiler and tun rooms, counting-house, &c., good tap house, and a brick-built dwelling-house and shop. Unexpired term 97 years. Low ground-rent. The goodwill of the old-established trade will be included. With possession.—Vendor's Solicitors, Messrs. Lawrance, Baker, & Waldron, 14, Old Jewry-chambers, E.C.

Particulars at the Mart; and of the respective Solicitors; and of the Auctioneers, 11, Queen Victoria-street, E.C.

## IMPERIAL FIRE INSURANCE COMPANY.

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.  
Subscribed Capital, £1,200,000; Paid-up, £300,000.  
Total Invested Funds over £1,550,000.

E. COZENS SMITH,  
General Manager.

## THE WHITTINGTON LIFE ASSURANCE COMPANY.

68, MOORGATE STREET, LONDON, E.C.

CHAIRMAN:

MR. ALDERMAN SAUNDERS, J.P.

Total Claims paid from commencement to 31st December, 1886, exceed FOUR HUNDRED THOUSAND POUNDS.

Reversions, Loans with Life Assurance

ALFRED T. BOWSER, Manager.

**REVERSIONARY and LIFE INTERESTS** IN LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the **EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED)**, 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalized.

F. S. CLAYTON, } Joint  
C. H. CLAYTON, } Secretaries.

## LAW UNION FIRE and LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom which transacts both Fire and Life Insurance Business.

Chief Office—

216, CHANCERY LANE, LONDON, W.C.  
The Funds in hand and Capital Subscribed amount to upwards of £1,900,000 sterling  
Chairman—JAMES CUDDON, Esq., of the Middle Temple, Barrister-at-Law.

Deputy-Chairman—CHARLES FAREBROTHER, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's Inn Fields.  
The Directors invite attention to the New Form of Life Policy, which is free from all conditions.  
Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.  
The Company ADVANCES Money on Mortgage Life Interests and Reversions, whether absolute or contingent.

The Company also purchases Reversions.  
Prospectuses, copies of the Directors' Report and Annual Balance Sheet, and every information, sent post-free on application to  
FRANK MCGEDY, Actuary and Secretary.



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